TERMS OF BUSINESS

1. Our Contract

1.1 These Terms of Business issued by Right Choice Conveyancing Limited ("the Firm"), as supplemented and/or amended by any relevant Engagement Letter; apply to each Matter we work on for you.

1.2 No variation of these Terms shall be effective unless it is in writing and is signed by one of our Directors.

2. Defined Terms

In these Terms of Business: -

"the Firm"	the Firm means Right Choice Conveyancing Limited and any successor practice and any service company owned or controlled by or on behalf of the Firm or any of the Directors;
"Associated Entities"	means (where you are a body corporate) your shareholders, directors (as individuals not acting together as the Board), officers and employees, subsidiaries, parent companies, and subsidiaries of parent companies, and (where you are a trade association) your individual members;
"Documents"	means Documents Held For You, Our Documents and Your Documents;
"Documents Held For You"	means documents we create or receive on your behalf (including communications from or with third parties, notes of conversations and meetings, and draft and final documents);
"Engagement Letter"	means, in relation to any Matter, the letter (or other agreement) recording the basis of our engagement;
"Force Majeure"	means any circumstance beyond the reasonable control of the party affected by it and includes telecommunications failure, power supply failure, terrorism, fuel strikes, severe weather, computer breakdown, failure of suppliers to meet delivery requirements, industrial disputes and absence of personnel due to illness or injury;
"Matter"	means any specific transaction, dispute, or issue in relation to which you ask us to provide Services whether or not it has been defined in an Engagement Letter or other agreement;
"Our Documents"	means documents (other than Documents Held for You) which we create or receive for our benefit (including copies of our letters to you, your letters to us, notes of telephone conversations and meetings with you for which we have not charged you, and our preliminary drafts, research materials and internal notes);
"Director"	means a director of the Firm;
"Services"	means all services we provide to you in relation to the relevant Matter;
"We", "us", and "our"	means or refers to the Firm;
"You"	includes the addressee of the relevant Engagement Letter and any other person identified in the Engagement Letter as our client and “your” shall have a cognate meaning;
"Your Documents"	means documents which you give or lend to us to enable us to provide Services.

3. Our Authority and Services

3.1 You give us full authority to act for you to the fullest extent necessary or desirable to provide the Services. We may engage other third parties and otherwise incur on your behalf reasonable expenses of a type which it is necessary or desirable to incur in relation to the Services in question.

3.2 The Director at the Firm named in any Engagement Letter as the “Supervising Director” will be the Director primarily responsible for the provision of our Services. That Director has complete discretion to deploy such staff as she/he deems necessary or desirable to ensure appropriate delivery of the Services.

3.3 Our office is located at Noble House, Capital Drive, Linford Wood, Milton Keynes MK14 6QP Tel. 01908 061100.

3.4 The company directors are Martin Crighton, Jonathan Smith, Alison Kettley, Gavin McLean and Sara Carnall.

3.5 We only advise on and deal with residential property transactions in England.

4. Your Responsibilities

You will (so far as you are practicably able to do so): -

4.1 provide us with timely instructions, information and materials necessary or desirable for us to perform the Services for you.

4.2 notify us promptly of any changes or additions to instructions, information and materials previously provided by you or on your behalf; and ensure that all information provided to us is complete in all material respects and not misleading.

5. Client Care Code

5.1 We set out below our complaints handling procedure. Thankfully, this has rarely been of interest to our clients, but we take this opportunity to ensure that you are fully acquainted with it. We want you to be happy with every aspect of our Service. We therefore operate a Client Care Code, the principles of which are as set out below: -

5.2 We are committed wholeheartedly to the professional standards laid down by the Council for Licensed Conveyancers. You can also access our Customer Charter on our website by following this link: http://rightcc.co.uk/wp-content/uploads/2021/03/Customer_Charter_2.pdf

5.3 The Client Care Letter / Engagement Letter notifies you of the name of the person or persons who is/are dealing on a day-to-day basis with your matter; and the name of the Supervising Director;

5.4 You will be told the name of the new Conveyancer if the matter is transferred from one Conveyancer to another.

5.5 We cannot guarantee that the Conveyancer or Supervising Director will be available on demand, but we will do our best to get back to you promptly and efficiently.

5.6 You will be informed of the progress of your matter and the reason for any serious delay.

5.7 If you do not understand anything, please always ask. We will explain any important document; if you still are unclear as to the position, please say so. We want you to be fully informed and happy.

5.8 The Firm's policy is NOT to accept cash payments from clients or third parties. Please discuss directly with your Conveyancer or a Director if you are not able to pay the balance of the fees / disbursements via your bank account. 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 bank transfer or bank payment card refund. It will not be paid in cash or to a third party.

6. Complaints Procedure

We hope that you will not have any reason to make a complaint about our services or our fees. To underline how seriously we take complaints, we have a Complaints Procedure available on our website which confirms that complaints should be made to our Director of Compliance and Training, Alison Kettley, at compliance@rightcc.co.uk. Please also refer to Paragraph 24 entitled "Dispute Resolution" below.

7. Hours of Business

The normal hours of opening at our office are between 9.00 a.m. and 5:30 p.m. on weekdays. Messages can be left on voicemail outside those hours.

8. Fees and Expenses

8.1 You will be responsible for paying our professional fees and all the third-party expenses we incur in the course of providing the Services.

8.2 We have no obligation to pay for such expenses unless you have provided us with the funds for that purpose.

8.3 Our service is offered on a no move, no fee basis. This offer is discretionary and may not apply to multiple transactions that do not complete or Buy to Let transactions.

8.4 Please note that if your transaction aborts for any reason we reserve the right to deduct from your funds held on account any disbursements incurred including but not limited to any outsourced legal services we may engage from time to time.

8.5 VAT will be charged at the appropriate rate on all fees and expenses.

8.6 When accepting to act on behalf of a limited company, we may require a Director and/or Controlling Shareholder to sign a form of personal guarantee in respect of our fees and expenses. If such request is refused, we will be entitled to stop acting and require immediate payment of our fees on a time spent basis and expenses as set out above.

8.7 We will require you to make a payment to us on account of our fees and expenses at any time and sometimes on more than one occasion. Money paid on account which is not subsequently required for fees and expenses will be returned to you promptly, subject to any deductions pursuant to 8.1.1 above.

8.8 We are not obliged to credit payments on account against interim invoices but may do so if you fail to make prompt payment.

8.9 We accept payments on account of up to £600 via personal debit cards ONLY. We do NOT accept payments by business debit card or any type of credit card for any amount. Should any payments be made by you by business debit card or any type of credit card, you will incur a penalty charge of £20 plus vat to cover the additional work and expenses incurred.

8.10 The provision of figures (orally or in writing) from time to time for the likely cost of a piece of work is an estimate only and does not constitute a contract to carry out the work at that cost.

8.11 The provision of a written quotation for work constitutes an offer to carry out the work at that cost and does not become a contract until you accept the quotation or a defined part of it.

8.12 Unless stated in writing to the contrary, any quotation or estimate does not include any expenses or VAT.

8.13 Where we carry out work which falls outside the scope of an accepted quotation (or of an estimate which is subsequently incorporated into a contract between us) we may charge fees in accordance with the list of potential additional charges or as otherwise agreed with you, in addition to the quoted or estimated fee. We may also charge additional fees on the same basis for work within the scope of such a quotation or estimate which is made more time consuming, onerous or urgent as a result of circumstances or information which we did not know or could not reasonably have anticipated at the time of the quotation or estimate (whether or not you were aware of them/it); or your, or your agents', act or omission.

9. Our Invoices

9.1 All invoices are payable by completion and will be paid from any funds that we are holding on your behalf. We reserve the right to charge interest on any invoices not settled on completion at 8% over the base rate of Natwest Bank plc. We do not offer any credit terms. We must be in receipt of cleared funds from you to cover all costs and expenses (including stamp duty) prior to completion.

9.2 Once the client due diligence process has been completed, we will be able to provide you with our client account details so that payments can be made directly into our account.

9.3 In some circumstances, you may have a right of recovery or indemnity against a third party in respect of all or part of our invoices, but we are not permitted to issue a VAT invoice to any person other than you in any circumstances, and you remain liable to us to pay our invoices notwithstanding such a right.

9.4 Right to Retain Money, Documents and Property contractual right, in addition to any right to retain money, Documents and property available to us under the general law (lien), we have the right to retain your money, Documents and property (whether held in relation to the Services for which payment has not been made or any other Services) until you have paid us in full.

9.5 If you wish to raise a complaint about our fees please contact your Conveyancer initially, and if the matter cannot be resolved please refer to our Complaints Procedure available on our website. Please also refer to Paragraph 24 entitled "Dispute Resolution" below.

10. Interest Policy

We do not account to you for any interest which accrues or ought to accrue on any money held by us on your behalf and your acceptance of these terms will be taken as your agreement to this.

11. Commissions

During the course of your transaction we may receive commission payments from third parties as a result of your instructions or any other appropriate services we may refer you to. Your acceptance of these terms will constitute your agreement to us receiving and retaining any such payments.

12. Conflict of Interest

12.1 "Conflict of Interest" means any situation where we owe (or, if we accepted your instructions, would owe) separate duties to act in the best interests of two or more clients in relation to the same or a related matter and those duties conflict, or there is a significant risk that those duties may conflict; or our duty to act in your best interests in relation to a matter conflicts, or there is a significant risk that it may conflict, with our own interests in relation to that or a related matter; or we have confidential information in relation to a client or

former client, and you wish to instruct us on a matter where that information might reasonably be expected to be material; and you have an interest adverse to our other client or former client.

12.2 We may decline to act for you where accepting your instructions would create a Conflict of Interest or cause us to break an existing agreement with a third party.

12.3 Where our professional rules allow, and subject to satisfying the requirements of those rules we may act for you and another client where a Conflict of Interest would otherwise exist, provided that we have the consent of both parties.

12.4 If, whether through a change in circumstances or otherwise, we find that we have agreed to provide services to you in circumstances which give, or could give, rise to a conflict of interest we will discuss with you how to deal with the conflict and may be obliged to stop providing Services to you and/or to all other clients affected by the Conflict of Interest.

13. Information and Confidentiality

13.1 We may use the information which you provide, or which we obtain through our dealings with you, for the provision of Services and may give it on a confidential basis to our Directors, employees and agents. We may use it to administer your account with us, including tracing and collecting any debts.

13.2 We may also use it to ensure the safety and security of our premises (where we may also use CCTV); for fraud prevention purposes (including verification checks for our money laundering obligations); to assess client satisfaction (such as by asking you to participate in surveys); and to help improve our services generally.

13.3 We may also use it to contact you by letter, telephone, e-mail or otherwise about our services and about events such as seminars and conferences and to send you briefings and similar material. By signing and returning a copy of any Engagement Letter you are agreeing that we may use your contact details and information in this way. Since very few of our clients do object to this we propose to assume that we do have your consent unless you notify us to the contrary.

13.4 We may outsource some tasks whether legal, financial or administrative, to ensure that we continue to provide an excellent level of service to you. This outsourcing may involve the sharing of some personal data 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.

13.5 We will treat any information which is confidential to you and which we obtain as a result of acting for you as strictly confidential save for the purpose of acting for you including the sharing of data as referred to in paragraph 13.4 above; or for disclosures to our auditors or other advisers or for the purposes of our professional indemnity insurance; or as otherwise required by law or other regulatory authority to which we are subject

13.6 We may outsource certain tasks to providers who utilise Generative AI to review documents and create content. Any such content will be reviewed by us before being sent to you or used during your transaction. Our use of such services ensures we can reduce errors and helps improve transaction timescales.

13.7 We may refer publicly to your name as a client of ours, provided we do not disclose any information which is confidential to you.

13.8 We shall be under no duty to disclose to you (or take into account in the course of providing the Services) any information acquired by us in acting for any other client or any information in respect of which we owe a duty of confidentiality to a third party.

13.9 Our advice and other communications with you are confidential and may not, without our consent, be disclosed by you to any third party (other than to your employees and agents who require access and who do not disclose it further) or otherwise made public except as required by law or other regulatory authority to which you are subject.

13.10 If, as a result of our acting for you, you acquire any information in respect of which we notify you that we owe a duty of confidentiality to a third party you will keep it confidential and not use it without our consent.

14. Custody, Retention, Transfer and Destruction of Documents

14.1 We will, at your request, either during the provision or after completion of any Services, release to you or to your order Your Documents and Documents Held For You, provided that we are not at the time exercising our right to retain documents pending payment of outstanding fees and expenses or are prevented by any court order, undertaking or other legal constraint from doing so. We may copy all of Your Documents and Documents Held for You before releasing them, including any electronic correspondence submitted by You.

14.2 We ensure these processes and procedures are in line with the Transaction File Code and Guidance of the Council of Licensed Conveyancers.

14.3 We may at any time scan, or otherwise make electronic copies or images of any Documents, including Electronic Identity Documents or correspondence e.g. emails (other than Documents held in safe custody), destroy the originals and thereafter hold the Documents only in such copy or image form for the time periods stated below. Unless expressly agreed otherwise in writing we will keep all Documents relating to sale files, whether in original, copy or image form for 6 years, after which we may destroy them and any copies or images of them. Documents relating to purchase/remortgage files will be destroyed after 15 years.

14.4 After completing the work, we will be entitled to keep all your papers and documents whilst there is still money owed to us for fees and expenses. We will keep electronic copies of files for 6 years (sales) and 15 years (purchase/remortgage). An administration fee of £75 + VAT is charged for the retrieval of your file after completion.

14.5 We will destroy your file records after expiry of this time period without further notice to you, and your acceptance of these terms of business will be deemed your consent to such destruction.

15. Intellectual Property Rights

We retain copyright and all other intellectual property rights in all documents and other works we develop or generate for you in providing the Services (including know-how and working materials as well as final documents). We now grant you a non-exclusive, non-transferable, non-sublicensable licence to use such documents or other works solely for the Matter to which the Services of developing or generating them relate and not otherwise. If you do not pay us in full for our Services in relation to that Matter we may, on giving you notice, revoke that licence and only re-grant it to you once full payment has been made.

16. Joint Instructions

16.1 Where we agree to work on a Matter for more than one client jointly, the rights and obligations of the joint clients to us in relation to the Services will be several (save for obligations to pay money to us, which will be joint and several).

16.2 Each joint client irrevocably permits us to disclose to any other of the joint clients at any time any information which we would otherwise be prohibited from so disclosing by virtue of our duty of confidentiality. If any joint client ends this permission during the provision of the relevant Services, or if a conflict of interest otherwise arises between joint clients, we may suspend or terminate the provision of Services related to that Matter to one or more of the joint clients.

16.3 If any joint client asks us to transfer documents we will deliver Your Documents to, or to the order of, the joint client who delivered them to us. We will retain any Documents Held For You and will supply copies to each joint client, making the originals available at our office for inspection by any joint client on reasonable prior written notice.

17. Liability

17.1 We will use reasonable skill and care in the provision of the Services. Where we make an assessment for you, either expressly or by implication, of the likely level of risk associated with different potential courses of action, you accept that such assessment is made relying only upon the information and documents then available to us and cannot, therefore, be definitive.

17.2 Accordingly, such an assessment should only be used as one element in the making of any practical or commercial decision. You accept that the magnitude or acceptability of a risk is a matter for you.

17.3 The aggregate liability of the Firm (or of any service company owned or controlled by or on behalf of any of the Directors) and of all Directors, consultants to and employees and agents of the Firm and any service company owned or controlled by or on behalf of any of the Firm or the Directors in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to our negligence or non-performance), for loss or damage arising from or in connection with the Services provided shall, in relation to each Matter, be limited to the sum, unless otherwise agreed, of two million pounds (£2,000,000)

17.4 The Services are provided to and for the benefit of you as our client and you alone. No other person may use or rely upon the Services nor derive any rights or benefits from them. The provisions of the Contracts (Rights of Third Parties) Act 1999 are to that extent excluded.

17.5 The Firm alone will provide the Services and you agree that you will not bring any claim whether in contract, tort, under statute or otherwise against any Director, or any consultant to, or employee or agent of the Firm or any service company owned or controlled by or on behalf of any of the Directors and those Directors, consultants, employees and agents shall be entitled to rely on the terms of this agreement insofar as they limit their liability.

17.6 The Services are provided in accordance with professional practice requirements and the proper interpretation of the law, as each exists on the date on which the relevant Service is provided. If there is any change in such requirements or the law, or their interpretation, after the relevant Matter has been concluded (or before that time but which could not reasonably be known by us at that time), we have no responsibility to notify you of, or of the consequences of, the change.

17.7 We shall communicate with you at the postal and email addresses and the telephone and fax numbers which you publish unless you ask us to use other addresses and numbers. You will notify us if you regard any communications from us as particularly confidential and the means by which you require us to make such communications and we shall have no liability to you arising out of your failure so to notify us.

17.8 Subject to any notification you may make to us under the previous paragraph, we shall not be required to encrypt, password-protect or digitally sign any email, or attachment, sent by us. We shall not be responsible for any loss or damage arising from the unauthorised interception, re-direction, copying or reading of e-mails, including any attachments. We shall not be responsible for the effect on any hardware or software (or any loss or damage arising from any such effect) of any e-mails or attachment which may be transmitted by us (save to the extent caused by our negligence or willful default).

17.9 We will try to meet any deadline we agree with you for the performance of any Services but, unless we agree otherwise in writing in relation to any time, date or period for delivery or performance by us, time shall not be of the essence.

18. Proportionate Liability

If you accept or have accepted any express exclusion and/or limitation of liability from any of your other professional advisers, our total liability to you arising out of the Services will not exceed the net aggregate of the amount for which we would otherwise have been liable after deducting any amount which we would have been entitled to recover from such adviser as a matter of law whether pursuant to statute or otherwise, but are prevented from doing so as a result of any such exclusion and/or limitation of liability.

19. Exclusion

We shall not be liable for any loss, damage, cost or expense arising from any breach by you of your agreement with us or any act or omission of any other person; any advice or document subject to the laws of a jurisdiction outside England; any advice or opinion given to you by any third party (whether nominated or recommended by us).

20. Loss of Profit

We shall not be liable for any indirect loss or damage or any loss of profit, income, production or accruals arising in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to our negligence or non-performance).

21. Exceptions

Nothing in this agreement exempts us from liability arising from our fraud or reckless disregard of our professional obligations; or from our negligence resulting in death or personal injury; or where, in the case of a contentious business agreement, law or regulation prohibits the exclusion of such liability.

22. Termination

22.1 An agreement between you and us for the provision of defined Services ends on the completion of the provision of those Services. An open-ended agreement for the provision of Services ends three (3) months after the last date on which we provided Services to you. Unless new or different terms are agreed, our acceptance of instructions to perform Services for you subsequent to the ending of any agreement gives rise, from the time of acceptance of the instructions, to a new agreement on these terms. If we provide you free of charge with any seminar, information, or other document after the ending of an agreement, such provision does not give rise to a new agreement.

22.2 Either you or we may terminate the provision of all or any of the relevant Services at any time by giving written notice to the other. We will not do this without good and substantial reason, such as: -

22.2.1 the threat or risk of violence, injury or other danger to the physical, psychological or moral well-being of any of our personnel; or

22.2.2 the discovery or creation of a Conflict of Interest; or

22.2.3 your requesting us to break the law or any professional requirement; or

22.2.4 the relationship of trust and confidence necessary between Licensed Conveyancer and client ceasing to exist between us; or

22.2.5 your failure to pay to us any amount due, or money on account requested; or

22.2.6 your insolvency; or

22.2.7 your failure to give us adequate instructions; or

22.2.8 our being forbidden to act by the National Crime Agency; or

22.2.9 our reasonable belief that our continuing to represent you may cause damage to the professional or personal reputation of our firm or any of its personnel; or

22.2.10 any other breach by you of these terms.

22.3 On early termination, by either you or us, you will remain liable to pay all fees and expenses incurred before termination and due under our contract or due on the basis of the time spent together with any further fees and expenses for work necessary to transfer our files to another adviser of your choice. All our rights set out in these terms shall continue to apply even if we terminate the agreement.

23. General

23.1 As lawyers, we are under a general professional and legal obligation to keep your affairs private. However, we are required by legislation such as Money Laundering Regulations 2017 / The Proceeds of Crime Act 2002 / Criminal Finances Act 2017 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 business you give us irrevocable authority to

make a disclosure to NCA if we consider is 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.

23.2 We are required by law to comply with the Money Laundering regulations and in particular to verify the identity and permanent address of all new Clients and any giftors. This is to ensure that the policy adopted worldwide by Financial and Government Authorities to prevent the use of money laundering systems to disguise the proceeds of crime is achieved.

23.3 We comply with the requirements of the Criminal Finances Act 2017 and are committed to the prevention of the facilitation of tax evasion as we recognise the importance of fostering a positive culture of tax compliance and maintaining the confidence of our staff, our clients, our business partners and the tax authorities. We do not and will not work with others who do not share our commitment to preventing the facilitation of tax evasion.

23.4 All clients and any giftors will be required to comply with the requirements of any digital identification solution utilized by us, in order for us to discharge the obligations contained in the above legislation, the obligations of our regulator and any mortgage lender involved in your transaction. By engaging our services, you consent to us carrying out such digital identification checks as we deem necessary.

23.5 Under the provisions of the Proceeds of Crime Act 2002 ("POCA"), we may be required to make a report to the relevant authorities if at any time we become aware of or suspect (whether from you or any other person) the existence of the proceeds of crime in relation to any Services on which we are engaged. Our obligation to make such a report will, in certain circumstances, override our duty of client confidentiality and we may not be permitted to inform you whether or not we have made, or might intend to make, such a report.

23.6 We may terminate the provision of any Services to you or be instructed to do so by the relevant authorities, if you fail to comply with your obligation to provide evidence of identity or we suspect that you or any other party connected with you or with the Matter is involved in activities defined by POCA.

23.7 Each of these terms shall be severable and distinct from the others and if any term is held to be illegal, invalid or unenforceable, in whole or in part, the remaining terms shall not be affected.

23.8 Consistent with our internal policies and procedures, we will not discriminate in the way we provide our Services on the grounds of age, disability, gender re-assignment, marriage and civil partnerships, pregnancy and maternity, race (including colour, nationality [including citizenship] ethnic or national origins), religion or belief, sex, sexual orientation.

23.9 If during the course of the matter upon which we are advising you, you need advice on investments, we may have to refer you to someone who is authorized by the Financial Conduct Authority, as we are not. However, as we are regulated by the Council for Licensed Conveyancers, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.

23.10 If you have any problem with the services we have provided for you, then please let us know. We will try to resolve any problem between ourselves. If for any reason we are unable to resolve the problem between us, then we are regulated by the Council for Licensed Conveyancers and complaints and redress mechanisms are provided through the Council for Licensed Conveyancers and the Legal Ombudsman.

23.11 We are 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 any necessary insurance activity as provided for under the Insurance Distribution Directive, 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 the Council for Licensed Conveyancers. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk

24. Dispute Resolution

24.1 All claims, complaints and disputes arising out of or in connection with the Services or resulting from a data protection complaint ("Disputes") will be resolved pursuant to this paragraph. We keep a record of complaints received and any action taken as a result.

24.2 We hope you will have no complaint. To underline how seriously we take complaints, we have a set Complaints Procedure which can be summarised as set out in Paragraph 24.3 below (a copy of our full complaints procedure is available on request). We have a separate Data Protection Complaints Procedure as set out in Paragraph 28.5 below.

24.3 If you have any complaint or observation (good or bad) about our service, please say so.

24.3.1 We will acknowledge the complaint within seven days.

24.3.2 We will conduct a full investigation and an independent review of the matter.

24.3.3 We will respond fully within 28 days of receipt of the initial complaint.

24.3.4 Our response to the complainant will include:

A clear explanation of assessment of the complaint;

Our decision on it;

Any offer of remedial action and/or redress where a complaint is upheld;

Information on our complaint-handling review procedure (if applicable), its timeframes and how it can be accessed;

Information on the complainant's right to refer the complaint to the Legal Ombudsman, its time frames and contact details.

24.3.4 If still unresolved at this stage, you may take your complaint to the Legal Ombudsman. Normally, you will have to bring your complaint to the Legal Ombudsman within 6 months of receiving a final response from us about your complaint and within 1 year from the date of the act or omission giving rise to the complaint or alternatively 1 year from the date you should reasonably have known there are grounds for complaint. You can also use the Ombudsman service if we have not resolved your complaint within 8 weeks of us receiving it. The Ombudsman deals with service-related complaints; any conduct-related complaints will be referred to the Council for Licensed Conveyancers.

24.4 Alternative complaints bodies (such as Ombudsman Services) exist which are competent to deal with complaints about legal services should both you and our firm wish to use such a scheme. We do not agree to use an alternative complaints body.

24.5 The address of the Legal Ombudsman is: PO Box 6167 Slough SL1 0EH; telephone, 0300 555 0333; or view their website at www.legalombudsman.org.uk, email enquiries to: enquiries@legalombudsman.org.uk

24.6 We shall not be obliged to comply with this paragraph 24 in relation to any Dispute in which we seek: -

24.6.1 an order or award (whether interim or final) restraining you from doing any act or compelling you to do any act; or

24.6.2 a judgment or award for a liquidated sum to which there is no arguable defence (provided that the exception shall cease to apply and the Dispute may be referred to arbitration on the application of either party if the court decides that you should have permission to defend the claim); or

24.6.3 the enforcement of any agreement reached or any binding order, award, determination or decision made pursuant to paragraph 23 above, nor shall anything in this paragraph inhibit us at any time from serving any form of demand or notice or from commencing or continuing with any bankruptcy, winding up or other insolvency proceedings.

24.7 Nothing in this Terms of Business shall prevent you at any time from referring any Matter to the body or bodies for the time being charged with the regulation of Licensed Conveyancers.

25. Law and Jurisdiction

The terms on which we provide Services to you are governed by, and shall be construed in accordance with, English law. You and we each agree to submit to the exclusive jurisdiction of the English courts, provided that we may in our sole and unfettered discretion commence proceedings against you in any other Court.

26. Quality standards

Due to our own internal quality standards, we are subject to periodic checks by outside assessors. This could mean that your file may be selected for checking, in which case we would need your consent for inspection to occur. All inspections are, of course, conducted in confidence. If you prefer to withhold consent, work on your file will not be affected in any way. Since very few of our clients do object to this we propose to assume that we do have your consent unless you notify us to the contrary. We will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters which we conduct on your behalf. Please contact us if we can explain this further or if you would like us to mark your file as not to be inspected.

27. Disclaimers

27.1 Notwithstanding the requirement for us to be registered with HMRC as a 'Tax Adviser' for the purposes of submitting Stamp Duty Land Tax returns, we are not qualified to advise you on any tax implications arising from transactions you instruct us to carry out nor are we permitted to provide tax advice by our regulatory body. You should therefore seek your own specialist tax advice.

27.2 We will not advise you on the planning implications of your proposed purchase, unless specifically requested to do so by you, otherwise than by reporting to you on any relevant information provided by the results of the "local search".

27.3 It is not our responsibility to carry out a physical inspection of the property nor advise on the valuation of the property nor the suitability of your mortgage nor any other financial arrangements.

27.4 We shall not advise generally on environmental liabilities where we shall assume, unless you tell us to the contrary, that you are making your own arrangements for any appropriate environmental survey or investigations. We will need to obtain on behalf of your lender, at your expense, an environmental search. However, we will not advise you about any issues relating to the possible contamination of any land which may be relevant to your purchase. We have to tell you that we are not qualified to advise on the results of any search made in that respect and would only be able to report to you the actual results of such a search. This is particularly significant in respect of the potential liabilities that may arise at some future point in time as a result of land contamination or flood risk that are having increasing significance. If you have any doubts, please discuss your concerns with us.

27.5 We will not provide any advice on or do any work in connection with any advice concerning climate change other than to advise you that you may choose to source your own climate change report, and that you need to be aware of the risks associated with property ownership and climate change that can be divided into:

Physical risk environmental impacts that could affect the value of your new property from an enhanced risk of flooding, subsidence or coastal erosion, wind damage, changes in ground conditions or other issues that arise due to climate change.

Transition risk the impact of new Government policy, legislation, or regulation which could impact on property ownership including changes to energy performance ratings, retrofitting to meet new standards, the imposition of new obligations on property owners or other matters that could have a detrimental effect on property ownership or the value or marketability of your new property.

Liability risks - a third party seeking damages from you or your insurer as a result of loss being sustained as a result of the physical or transitional risk related to climate change.

If you obtain a climate change report during the conveyancing process we will not be able to advise you on it and if you require advice or have any questions concerning it we will refer you to your report provider.

27.6 If we are instructed on purchase and we are also acting for your proposed lender, we have a duty to fully reveal to your lender all relevant facts about the purchase and the mortgage. This includes any differences between your mortgage application and information we receive during the transaction and any cash back payments or discount schemes that a seller is giving to you

28. Data Protection

28.1 We use the information you provide, including any information submitted to us in electronic formats, primarily for the provision of legal services to you and for related 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 2018 and our duty of confidentiality.

28.2 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 a right of access under data protection legislation to the personal data that we hold about you. We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information, please notify our office in writing.

28.3 We are required by our regulator, the Council for Licensed Conveyancers, to retain all sale files for 6 years and all purchase/remortgage files for 15 years from the date of completion. By accepting these Terms of Business, you are granting your express consent to us to retain your personal data in accordance with the requirements of our regulator. Personal data includes all documentation provided to us directly or indirectly to verify your identity, proof of address and the source of your funds and wealth.

28.4 Any personal data that we obtain for the purposes of The Money Laundering Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, may only be processed for the purposes of preventing money laundering or terrorist financing.

28.5 In the unlikely event that you believe you have suffered an infringement of data protection legislation due to the way we have handled your personal information, you may make a complaint to us which will be dealt with in accordance with our Data Protection Complaints Procedure (a full copy of which is available upon request). You may also make a complaint to the Information Commission's Office www.ico.org.uk.

29. Consumer Contracts

29.1 Under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if we have not met you either in person (because, for example, instructions and signing of the contract documentation is taking place by telephone/mail, e mail or on-line – ie: by way of a "distance" contract) or we have taken instructions and a contract has been concluded away from our business premises (because, for example, we have met with you at home - ie: by way of an "off-premises" contract) you have the right to cancel this contract within 14 calendar days of entering into the contract without giving any reason.

29.2 The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract.

29.3 To exercise your right to cancel, you must inform us Right Choice Conveyancing Limited, Noble House, Capital Drive, Linford Wood, Milton Keynes, MK14 6QP. Tel. 01908 061100. Fax: 01908 483918. Email: hello@rightcc.co.uk of your decision to cancel this contract by a clear statement (e.g.: a letter sent by post, fax or e mail). To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

29.4 Should you require the work to be commenced within the 14 calendar day cancellation period, you must provide your agreement to that in writing, by e mail, post or fax to enable us to do so. By signing and returning the engagement letter, you are providing your agreement in writing to enable us to commence work within the 14 calendar day cancellation period. Where you have provided your consent for work to commence within the 14 calendar day cancellation period and you later exercise your right to cancel, you will be liable for any costs, VAT and disbursements incurred up to the point of cancellation. Unless you make an express request for us to commence work within the 14-day period (i.e., by signing and returning the engagement letter), we will not be able to undertake any work during that period.

30. Insurance

We have a legal duty to tell you about our professional indemnity insurance. We have an obligation to carry such insurance and a copy of our Professional Indemnity policy details are available for inspection at our office. The insurance covers our practice carried on from our offices in England and Wales and will extend to acts or omissions wherever in the world they occur.

31. Financial Services Compensation Scheme

31.1 In the event of a banking failure it is unlikely that the firm would be held liable for any losses of client account money.

31.2 We currently hold our client account funds in Natwest. The Financial Services Compensation Scheme (FSCS) protection limits apply to each individual client so if you hold other personal monies yourself in the same bank as our client account, the limit applies to all your funds in total, so it may be advisable to check with your own bank as some banks now trade under different trading names.

31.3 However, the FSCS provides a £1.4 million protection limit for temporary high balances held with a bank, building society or credit union if it fails. Further details relating to the FSCS limits and what constitutes a temporary high balance and the rules relating to protection can be found at www.fscs.org.uk

31.4 In the event of a bank failure you agree to us disclosing details to the FSCS.

32. Compensation Fund

One of the advantages to you of using a Licensed Conveyancer is that you can be confident that your interests will be protected by the profession's strict regulations, insurance and compensation arrangements. The effect of this is that if you should make a valid claim against us for 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 which details can be obtained).

33. Security

33.1 Right Choice take security very seriously and will always do all it can reasonably do to minimise risk.

33.2 However, the conveyancing process involves the movement of large amounts of money. Criminals are actively targeting law firms and their customers via the hacking of customers email accounts. Once hacked, criminals are then able to obtain confidential details of a transaction and can impersonate law firms by email and phone. It is then possible for a criminal to send an email which looks like it has come from your conveyancer. Any such email could ask you to transfer money to a different account belonging to a criminal.

33.3 Please note that once we have completed our initial source of funds enquiries, we will provide you with our client account details for you to transfer your money to us. We strongly recommend that you please call us before making any transfer to us so that we can verify our bank details and confirm to you once we have received your money.

33.4 Please note that during your transaction we will not change our bank details. If you receive any such email or call to this effect, please do not action it, as it will not be from us and is likely to be attempted fraud.

33.5 We do not accept any liability for loss of funds being transferred to us.