



CLIENT INFORMATION

Terms and Conditions



Contents

This client information brochure sets out the general terms on which we provide services to you and our agreement with you. Attached to these terms is a Work Summary that contains details specific to your matter. This brochure and the attached Work Summary together form the contract between us.

Also attached is our General Privacy Notice. These documents are important and should be read carefully. Please ensure you retain these for future reference.

A copy of this brochure is available in larger type on our website at:

www.nockolds.co.uk/about-us/client-care

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A: General Information

1. Who We Are

'Nockolds HR', 'Nockolds Solicitors' and 'Nockolds' are trading names of Nockolds Solicitors Ltd registered in England and Wales with company number: 07991146. Our registered office is 6 Market Square, Bishop's Stortford, Hertfordshire, CM23 3UZ. A list of directors is available from this address.

Although we are a limited company which has 'directors' and not 'partners', we have decided to maintain the title of 'partner'. We use the title 'partner' for directors and certain senior solicitors who are not directors, but who are consultants or employees of Nockolds Solicitors Ltd with equivalent standing and qualifications to the directors.

No reference to a 'partner' is to imply that any person is carrying on business with others in partnership for the purposes of the Partnership Act 1890.

In these terms of business 'we', 'our' or 'the firm' refers to Nockolds Solicitors Ltd ('Nockolds') and 'you', 'your' or 'the client' refers to the client named in the attached Work Summary.

Nockolds Wealth Ltd

Nockolds Wealth Ltd is an independent financial services company which offers clients financial planning advice, guidance on investments, savings, pensions, tax and trusts. Further details are available at www.nockoldswealth.co.uk. Nockolds Wealth Ltd is an appointed representative of Hanbury Wealth Management Ltd, which is authorised and regulated by the Financial Conduct Authority.

Nockolds Wealth Ltd is a separate legal entity to Nockolds Solicitors Ltd and the Directors of Nockolds Solicitors Ltd have a financial interest in this business. Nockolds Wealth Ltd is not authorised or regulated by the Solicitors Regulation Authority.

Nockolds Solicitors Ltd will not share confidential information with Nockolds Wealth Ltd without your consent however we may write to you about any of our services or seminars if we think they may be of interest to you. Please remember that you can elect not to receive such marketing material at any time by contacting our Head of Marketing at marketing@nockolds.co.uk or the person responsible for your work.

2. Professional Indemnity Insurance

Nockolds Solicitors Ltd maintains professional indemnity insurance at a level that we have determined appropriate with respect to the provision of our services. On reasonable notice to our office, we will make available to you relevant information relating to this insurance, such as the contact details of our insurers and its territorial coverage.

3. Regulation

Nockolds Solicitors Ltd is authorised and regulated by the Solicitors Regulation Authority (ID numbers 567738 and 605527), and is subject to the SRA Standards and Regulations, which can be viewed at www.sra.org.uk/solicitors/standards-regulations

4. 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 us to send you a copy of our Equality and Diversity policy.

5. Data Protection

We are registered with the Information Commissioner's Office (ICO) as we control and process personal information. Our registration number is Z3224785.

Our use of your personal data is subject to your instructions, the UK General Data Protection Regulations (UK GDPR), the Data Protection Act 2018 and our professional duty of confidentiality. Details of how we use your personal information, your increased rights, what information we collect, how we keep it safe and the legal basis upon which we use your information are contained in the attached General Privacy Notice. Please read this carefully as it contains important information.

6. Financial Services

Arranging Insurance

During the course of your matter, you may need an insurance policy to resolve an issue during your matter. We can recommend and arrange an insurance policy for you but we are not authorised by the Financial Conduct Authority (FCA) but we are included on the register, maintained by the FCA, so that we can carry on insurance distribution activities, 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 Solicitors Regulation Authority. The register can be accessed via the FCA website at www.fca.org.uk/firms/financial-services-register.

Nockolds Solicitors Ltd is an ancillary insurance intermediary, we are not an insurance company and we do not have our own insurance products. We can, however, recommend a contract of insurance to you, such as legal expenses. Please note that we only select products from a limited number of insurers. We approach the insurers that we generally deal with in relation to the cover required but we are not contractually obliged to exclusively use one of these insurers. We are not insurance specialists and so any recommendation made is not based on a fair and personal analysis of the insurance market.

We do not receive commission for policies arranged, nor receive referrals of work from insurers.

Investment Advice

If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised by the FCA to provide the necessary advice. We may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. We are able to offer the above advice because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000.

The Solicitors Regulation Authority is the independent regulatory arm of the Law Society and the Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any insurance or investment advice you receive from us, you should raise your concerns with either of those bodies.

Tax and Financial Advice

Unless we are specifically instructed by you and we have agreed to this instruction, we will not advise you on the tax implications of any transaction that you instruct us to carry out.



B: Our Relationship With You

1. Conduct of Work

The person with conduct of your work and their status is set out in the attached Work Summary. The name of their supervisor is also detailed in the Work Summary.

We will try hard to avoid changing the people handling your work. However, if this cannot be avoided, we will inform you of the new person dealing with your matter and why the change was necessary.

2. Duration of your Retained Services Contract

Your attention is specifically drawn to this clause.

2.1. The Contract will commence from the date in which you sign these Terms and Conditions, or from the date on which the services commence, whichever is sooner.

2.2. The Contract will continue for a fixed term of 12 months (the 'fixed term') from the date that is outlined in 2.1 above. You are able to terminate the

Contract after expiry of the fixed term, by giving us three months written notice. You are not able to terminate before the end of the fixed term, however you can give notice in accordance with clause 12 below

3. On-Demand and Management Packs Service Conditions

3.1. The on-demand services or management pack that you have purchased will be outlined in the Work Summary provided. Work on the service you have purchased will commence from the date in which you sign the Work Summary.

3.2. On-demand HR documents: the price quoted in the Work Summary will be for the production and drafting of the document purchased. Any additional advice required once the document has been provided including the application of, implementation of or amendment of the said document(s), will be charged at the current on-demand hourly rate.

3.3. On-demand HR advice: telephone, email and on-site HR support will be priced at the current hourly or daily rate. Time will be accrued on and charged at 15-minute intervals where the advice is less than one hour. Additional hours or full day support, as well as HR documentation can be provided for an additional fee.

3.4. Management packs: the price quoted in the Work Summary will be for the production and drafting of only the specific management pack purchased. Any additional advice required once the management pack has been provided, including the application of, implementation of, or amendment of the said document, will be charged at the current on-demand hourly rate. On-demand services expire upon completion of the completed services in accordance with your Work Summary.

4. Driver and Vehicle Compliance Services

4.1. You shall provide us with all necessary documents or other materials and any data or other information and in particular the original signed consent forms ("the input material") in a timely manner so as to enable us to supply the driver and vehicle compliance services. You shall be responsible for the accuracy of all input material and you agree to indemnify us against all loss or damage arising from the provision of inaccurate or incomplete input material.

4.2. You warrant that searches in connection with the driver and vehicle compliance services will only be requested in respect of individuals who have

properly completed e-consent or a consent form and in particular that those individuals have given their consent to being subject to the searches. You shall inform us as soon as possible in the event that you become aware that any individual has withdrawn their consent to be subject to the search. You agree to indemnify us against all loss or damage resulting from your failure to obtain individuals' consent in accordance with this clause 4.

5. Communication

Please let us know if you have a preferred method of communication, e.g. letter, telephone or email. Unless we hear from you, we will use whatever mode of communication appears appropriate in the circumstances.

We provide a bespoke service tailored to your individual needs. We will discuss timelines for our communication with you at the outset of your matter so that we understand your requirements. If these change or you have any specific new requirements then please let us know and we will do our best to meet them.

The Risks of Email Communication

We are constantly reviewing and upgrading our email technology to ensure that we can communicate with you as effectively as possible by email with the minimum risk of virus infection. However, email carries some inherent risks, namely potential lack of security and lack of authenticity. Further, where a sender and recipient use different internet service providers, there can be no guarantee of prompt transmission and incompatibility may also create delivery problems. Notwithstanding these potential problems, the vast majority of email communication is secure and prompt, but we are nevertheless required to advise you of these potential risks. If you request us to communicate by email or you send us an email, you will be deemed to have accepted the inherent risks in email communication and we shall have no liability for any losses arising from such risks. If you wish for us to email all documents to you using password protection then please tell us as soon as possible.

6. Timescales

We will provide you with timescale estimates at the outset and throughout the course of your matter. Your matter may be subject to delays caused by the tribunal court, the other party and other factors outside our control. Should this arise, we will inform you and explain any delay and give you a revised timescale

estimate as soon as possible.

Any timescales are provided as an estimate only and are for your guidance. They are not binding on us. If you are aware of a deadline or wish us to work to a particular timescale, then please confirm your instructions in writing. Please do not make arrangements based on our estimated timescale without checking with us whether it is sensible to do so and that we can comply.

As a minimum, we agree to provide a substantive response to your telephone calls within 24 hours, letters and emails within five days and we will meet with you within 10 minutes for a pre-booked appointment. However, our responses will be prioritised and will usually be quicker.

7. Confidentiality and Disclosure

We always prefer to deal with you personally so that we can ensure you understand exactly what we are doing and that your needs are met. However, we do understand that sometimes you may need assistance from others. Therefore, if you wish us to discuss your affairs with anybody other than you personally then you will need to confirm this to us in writing in advance and specify the name of the individual/s and the reason the authority has been provided. In the alternative you can provide your verbal authority on the phone if you wish us to discuss something with another individual whilst you are in their presence. Without this prior authority from you we will not discuss anything with any other individual on your matter in order to preserve client confidentiality. We are happy to talk you through anything that you do not understand so please contact us first before seeking assistance from others.

8. Anti-Money Laundering Obligations

The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (MLR) require solicitors to obtain satisfactory evidence of identity of their clients and sometimes people related to them if the matter instructed on is transactional and considered to be 'regulated activity'. Nockolds HR does not undertake regulated activity for the purposes of MLR. However, if you instruct us on any other matter then additional identity documentary evidence may be required.

9. Instruction of Agents and Experts

Where necessary, we will instruct experts or agents on your behalf at your expense. This may include barristers, medical experts, translators, and foreign lawyers. Any instruction will be discussed with you in advance. Unless you inform us of your preferred expert, we will instruct our selected expert on your behalf. We will not be liable for any actions or failures on the part of the agent or expert, nor will we be responsible for their fees and other charges. We will ensure that we enter into a confidentiality agreement to protect your information, where appropriate.

10. Storage of Papers and Documents

Depending on the type of your matter, your file may be held wholly electronically or partly electronically and part in physical paper format.

If you send original documents to us then these will usually be returned to you as your matter progresses. However, if we require them for a longer period, they will be returned to you for your safe keeping after your matter is concluded.

On conclusion of your matter, if we hold any form of physical paper file, this will usually be scanned by us and stored electronically. However, on some occasions your physical paper file may be kept and stored externally in addition to electronically. This external storage facility is managed by third party professionals who are specialists in providing secure off-site document storage and confidential destruction. They have quality assurance and security management standards in place. We have an agreement with them to protect confidentiality which we regularly review, however if you would prefer not to have your file stored by our outsource provider, please let us know in writing.

We do not charge for storage of files. However, if we are asked to retrieve papers or documents from our storage facility, we may make a charge based on time spent for producing these items to you or another at your request.

If we retrieve papers or documents in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval.

We do charge for storage of wills, deeds and other securities which we hold on-site in safe custody. Further information concerning the storage of documentation and our charges is available on request.

For information on how long we will hold your personal data, please see the attached General Privacy Notice.

11. Client Care

We are committed to providing a high quality level of service to you which is specifically tailored to your needs. However, if you are unhappy about any aspect of our service, with the advice you have received or you have concerns regarding costs, then we do have a complaints procedure which you can follow. In the first instance, please contact the person handling your work. If they are not able to resolve matters to your satisfaction then please contact their supervisor whose details are specified in the attached Work Summary. If you remain unhappy then please contact our dedicated Client Care and Compliance department on **01279 755777**. Alternatively, you can write to them at Nockolds Solicitors, 6 Market Square, Bishop's Stortford, Hertfordshire, CM23 3UZ, or via email to clientcaredept@nockolds.co.uk. A copy of our Complaint Handling Procedure is available on request and is also on our website www.nockolds.co.uk.

If our Client Care and Compliance department is unable to allay your concerns and you remain dissatisfied at the end of our complaints procedure, you can then contact the Legal Ombudsman about your complaint. Any complaint to the Legal Ombudsman must usually be made within six years from the date of the act/ omission, or three years from when you should have known about the complaint and within six months of receiving our final response to your complaint.

Please note that the Legal Ombudsman may not deal with a complaint about a bill if you have already applied to the court for assessment of that bill. The Legal Ombudsman Scheme Rules explain in detail who can complain about what.

For further information, you may contact the Legal Ombudsman on **0300 555 0333**, visit www.legalombudsman.org.uk or write to PO Box 6806 Wolverhampton WV1 9WJ.

12. Bringing the Relationship to an End

Unless ended earlier, our relationship for this specific matter will come to an end when we finish our provision of services and you settle our final invoice.

If You Decide to End the Relationship Early

12.1. Should you decide to terminate your retainer services contract with us for

whatever reason; your right to do so will depend upon the following:

- › If the fixed term has not yet expired, you cannot terminate the Contract. In the event you wish to terminate, you must give us three months written notice. For the avoidance of doubt, the earliest you are able to give notice under this clause is nine months into the Contract.
- › If the fixed term has expired, you can give us three months written notice at any point thereafter.

12.2. Failure to comply with this clause would mean your Contract with us continues and we are entitled to seek payment from you in the event proper notice is not given by you.

If We Decide to End the Relationship Early

12.3. Without affecting any other right or remedy available to us, we may terminate the Contract with immediate effect by giving you notice if any of the other following circumstances arise:

- › You fail to pay for the services on the dates on which payment is due and the outstanding monies remain unpaid for more than 30 days;
- › You commit any other material breach of this agreement which is irremediable or if the breach is remediable you fail to remedy that breach within a period of five days after being notified by us in writing;
- › You commence negotiations with all or any of your class of creditors, with a view to rescheduling your debts as they fall due or admit an inability to pay your debts or are deemed unable to pay your debts within the meaning of s123 of the Insolvency Act 1986;
- › A petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of you, being a company, if applicable;
- › An application is made to the court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, being a company, if applicable.
- › A holder of a qualifying floating charge over your assets has become entitled to appoint or has appointed an administrative receiver;
- › A person becomes entitled to appoint a receiver over all or any of your

assets or a receiver is appointed over all or any of your assets of you, being a company, if applicable;

- › You, being an individual, if applicable, become subject of a bankruptcy petition or order;
- › You suspend or cease, or threaten to suspend or cease, carrying on all or a substantial part of your business; and
- › You are subject to a change of control within the meaning of section 1124 of the Corporation Tax Act 2010.

Other circumstances in which we may decline to act for you are if:

- › We do not undertake the type of work you require;
- › We do not have the resources or time to do the work required;
- › We have ethical, regulatory or other reasons (if we are unable to act for you then we will normally give you a reason why);
- › The work required is not within our skillset;
- › You fail to provide us with instructions or necessary documents/ information in a timely manner.

12.4. Should the relationship be brought to an end by either party before conclusion of the matter, then you will be liable to pay our charges and expenses incurred up to that date (subject to 12.2 above). If we have agreed to work on a fixed fee then you will be liable to pay a reasonable and proportionate share of that fee reflecting the work done and expenses incurred up to the date the relationship ends. We are also entitled to keep your papers and documents whilst any charges and expenses remain unpaid. If you wish for us to transfer your file to another firm of solicitors then we may charge a fee for this which must be paid prior.



C: Costs, Funding and Payment

1. Costs Information

As we tailor our service to your specific needs, it is often impossible to tell you at the outset what the exact overall cost of a matter will be. However, we will provide you with the best information possible concerning the total costs envisaged, including expenses. This will usually be in the form of an estimate unless fixed fees apply. If an estimate is provided then this is for your guidance only and does not bind us. Please feel free to ask the person handling your work for updated costs estimates as the matter progresses.

Hourly Rates

Generally, we follow the established professional practice of charging for our services on the basis of a fixed hourly rate, which is calculated taking into account all usual business overheads. This rate will be clearly quoted in the Work Summary and is reviewed on an annual basis. When charging on a time basis, our charges are calculated by multiplying the time spent (in recorded units of six minutes) by the hourly charging rates of those working for you. Please note that should it be necessary for a partner or another member of

the team to work on your matter, their time may be charged at a higher rate.

Routine letters, emails and telephone calls (made and received) are charged as units of six minutes. The charge for attending meetings with you or other parties, lengthy letters, emails and telephone calls will be on a time spent basis.

Photocopying charges and the cost of fax transmissions are normally included within the service at the hourly rate quoted. However, we reserve the right to charge separately per page where the documents copied or the fax transmissions are numerous.

If you wish to place a limit on the charges incurred on your behalf, or you wish us to notify you when charges of a certain limit have been reached, then please advise us of this urgently.

Fixed Fees

In some cases, it may be more appropriate for us to agree a fixed fee with you. However, if any unexpected extra work becomes necessary, we will agree with you the nature and extent of this work and any additional charges. Where the matter does not proceed, we will charge on a percentage basis for work done to date up to, but not exceeding, the fixed fee.

Value Added Tax (VAT)

We will add VAT at the current rate to our charges. Our VAT number is 213 6243 00.

Expenses (Sometimes Called 'Disbursements')

During the course of your matter we may find it necessary to incur expenses on your behalf such as search fees, experts fees and tribunal court fees. It is our policy to ask you to pay these expenses in advance of the fee being incurred.

2. Price and Payment - Retainers and On-Demand Services

In consideration of us providing the Services, you will pay the price for the Services as outlined in the Work Summary. The price excludes VAT. Any additional work done outside the Services, including but not limited to,

attendance at your offices at your request, will be charged at the current hourly rate plus VAT and will be invoiced and charged accordingly. These invoices will be sent to you monthly in accordance with the payment option you choose to have.

2.1. We will present you with an invoice upon provision of our Services. Payment is due immediately upon you receiving the invoice. You agree to pay the invoice in full into the bank account details outlined on the invoice.

2.2. We reserve the right to charge an administration fee for the time we (or others) spend in connection with collecting the overdue amount. We also reserve the right to cease providing the Services during this time in the event this happens and keep all your paperwork until we are paid in full for any outstanding invoices.

2.3. In the event you do not pay, we reserve the right to charge interest on any sum not paid. This will be at a rate of 8% per annum, and will continue to accrue until the full amount outstanding is paid.

2.4. You agree not to withhold funds due to us for reason of set-off, counterclaim or deduction.

2.5. For retained Services, we reserve the right to increase the costs of our Services either:

- › After 12 months of your Contract commencing should your use of the Service be greater than expected (e.g. required more hours support than the retainer limit);
- › When your workforce numbers increase and push you into the next bracket of retainer costs - current retainer package limits outlined here: www.nockolds.co.uk/services/nockolds-hr/hr-solutions/hr-retainers
- › From time to time we may undertake a review to increase the price.

2.6. In the event any of the above occurs, we will write to you to confirm when the price increase will take place and how much this is.

3. Funding Your Matter - Other Methods

Before the Event Legal Expenses Insurance

It is important to check whether you already have the benefit of before the

event legal expenses insurance as in certain circumstances, this insurance may cover your legal costs, expenses and your opponent's costs. You should therefore immediately check:

- › All insurance policies (in particular home contents and buildings, motor, commercial continuity);
- › Credit cards;
- › Bank accounts offering any additional benefits or rewards such as travel insurance etc;
- › Trade union membership;
- › Membership of any other professional organisation.

In order for us to act under the terms of the legal expenses insurance policy, the insurer must agree to provide cover in advance and until they have confirmed that cover is in place, you are responsible for our charges.

After the Event Legal Expenses Insurance

In matters involving tribunal court proceedings we advise you to consider obtaining after the event legal expenses insurance to cover your expenses and your opponent's costs (should you be required to pay these) in the event that your matter is unsuccessful.

Where we consider this to be relevant, we will apply for the insurance on your behalf, and we will provide you with further information on this at the time.

We are unable to guarantee that the insurance provider will meet all or part of your claim in full. However we will review the policy in advance to ensure that it meets your needs at the time.

4. Other Party's Charges and Expenses

It is important for you to understand that you alone are responsible for paying our bill, or where we receive joint instructions, you will be joint and severally liable. In some cases, you may be entitled to payment of costs by some other person but you should note that the other person may not be required to pay all the charges and expenses which you incur with us. You have to pay our charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them. If the other party is in receipt

of public funding, no costs are likely to be recovered, even if you win.

A client who is unsuccessful in a tribunal court case may be ordered to pay the other party's legal charges and expenses. The money due to the other party is in addition to our charges and expenses. We would advise you to check whether your liability for the other party's costs may be covered by any pre-purchased insurance policies that you may have (see section C(3) above).

5. Payments on Account and Billing Arrangements

It is normal practice to ask clients to make payments on account at the commencement of work and as the matter progresses. These payments help to meet our expected charges and expenses, help to avoid delay in the progress of the matter and help clients budget. If you do not make a payment on account when asked to do so, then we will be entitled to stop working for you and we will bring our relationship to an end.

Unless otherwise agreed, it is our usual practice to send interim bills on a regular basis and a final bill when the matter is about to be completed. Please note that where we receive joint instructions, you will be joint and severally liable for our costs.

Our bills are payable immediately on presentation, and we reserve the right to:

- › Charge you interest on the bill at 8% per year from the date on which payment of our bill is due. If you do not pay our bill, interest will be charged on a daily basis;
- › Make a charge in connection with collecting the overdue amount;
- › Make a charge for credit card fees for business clients;
- › Do no further work for you until we are paid in full;
- › Keep all of your papers and documents until we are paid in full.

In transactions or cases where we receive money on your behalf we may deduct our costs and expenses before accounting to you.

6. How to Pay

Please do not make a payment to this firm until we ask you to do so. We accept payments for our invoice by cheque, bank transfer, debit card, credit

card and also online through our secure website. As permitted by The Payment Services Regulation 2017, a fee may be incurred for payment made using a corporate/business card. The fee charged will be no more than that charged to us by our card payment provider

Where we ask you for money in relation to your matter or transaction, then this must be paid by cheque or bank transfer.

We will not accept payments in cash in excess of £500 per transaction. If you circumvent this policy by paying cash directly into our bank account we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.

If you require further information about our charges or advice on how to pay by standing order, then please do not hesitate to contact us.

7. Queries About Your Bill

If you have a query concerning your bill, please discuss it immediately with the person dealing with your work. If this does not resolve your query, you have the right to complain about the bill (see Section B(11)) and/or apply to the court for an assessment of the bill under Part III of the Solicitors Act 1974. Please note that you will be responsible for all costs incurred in connection with the assessment of the bill.

8. Clients' Money

Money received on your behalf (including payments on account) will be held in our general client account pursuant to the SRA Accounts Rules 2019. This is an instant access account and as a result the level of interest earned is correspondingly low. We will therefore not pay interest on client funds unless our Interest Policy requires us to do so. A copy of our Interest Policy is available on request. If deemed more appropriate due to the length of time an amount will be held, we will place your funds in a separate designated deposit account and will account to you for the full amount of interest paid.

We will not be responsible for any losses resulting from the insolvency of any bank where we deposit client funds. The FSCS is the UK's statutory compensation scheme for customers of financial services firms (banks, building societies, etc.). The FSCS can pay compensation (up to £85,000) to

consumers if a company is unable, or likely to be unable, to pay claims against it.

The £85,000 FSCS limit applies to the total sum of personal monies held by an individual in any one deposit-taking institution. This would include your monies held in our client account on your behalf.

Some deposit-taking institutions have several brands, i.e. where the same institution is trading under different names, so you should check with your deposit-taking institution, the FCA or a financial adviser for more information.

We will seek your consent for the disclosure to FSCS of your details in the event of a deposit-taking institution failure.

9. Bank Transfers and Cybercrime

Due to the increasing risks of fraud - please stay vigilant.

When funds are transferred between the firm, clients and third parties, we adhere to the following procedures in order to protect against fraudsters:

- › We will ask you for your account details (sort code, account name and number) at the appropriate stage of a transaction. We will only use the original details provided by you when transferring funds. We will not change these details unless we receive satisfactory evidence of those changes;
- › We will supply you with our account details when necessary, and these details will not change. If, having received our client account details, you then receive an email purporting to be from a member of this firm and asking for the funds to be sent to a different bank account, please contact us immediately before sending the funds.

Please refer to Section B(5) concerning the risks of email communications.

10. International Transactions / Overseas Bank Accounts

If we are instructed to send funds to an overseas bank account, any such payments will be made in the currency of the country where the bank account is located. If you would prefer these funds to be remitted in sterling, please inform us before completion of your transaction. If you omit to advise us that

you wish for the funds to be remitted in sterling before the transaction has been completed then we will not be responsible for any fees incurred by the bank.

If we are required to pay expenses in a foreign currency on your behalf, we will convert the sterling to foreign currency on the day of payment and you will be charged the equivalent sterling amount.

11. External Auditing and Due Diligence

Our regulators and external firms or organisations may conduct audit or quality checks on our practice from time to time. They may wish to audit or quality check your file and related papers for this purpose. It is a specific requirement imposed by us that these external firms or organisations fully maintain confidentiality in relation to any files and papers which are audited or quality checked.

Your files may also be reviewed in any due diligence exercises. If you do not wish your file to be used in this way, please let us know as soon as possible.

For information on external auditing and due diligence in relation to your personal data, see the attached General Privacy Notice.

12. Applicable Law

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

13. What We Need You To Do Next

Your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions of business.

To formalise this, please sign and date a copy of the attached Work Summary and return it to us immediately. You can return this to us by taking a photograph of it and emailing it through to us, scanning it and then sending it to us by email, or simply return it to us by post or by hand.

Once we have received the signed copy back, we can then be confident that you understand the basis on which we will act for you. If you have any queries at any stage of our instruction then please contact the person handling your work and they will assist you further.



Thank You

We are delighted to be acting on your behalf. We hope to bring the matter to a successful and timely conclusion for you.

We hope that this information addresses all immediate queries. If not, please do not hesitate to contact us to discuss and we will be pleased to assist.



★ Trustpilot



Our Accreditations



Nockolds achieved the **Customer Service Excellence** accreditation in 2019. This is a national and independently assessed standard which is awarded to businesses that demonstrate professionalism and a truly customer-focused service.



Nockolds attained the **Investors in People** accreditation in 2010 and went on to achieve the Investors in People 'Gold' award in 2013. Following independent re-assessment, Nockolds was reaccredited with the Gold Standard in 2016 and 2019.



Lexcel is the Law Society's quality mark for excellence in legal practice management and client care. Nockolds was awarded the Lexcel Accreditation in 2003 and undergoes independent annual assessment to ensure continuing compliance with this quality standard.



The Law Society's **Conveyancing Quality Scheme (CQS)** provides a recognised quality standard for residential conveyancing practices. Nockolds was awarded this accreditation in 2012 and has continued to meet the standard.

Bishop's Stortford

6 Market Square
Bishop's Stortford
Hertfordshire
CM23 3UZ

t: 01279 755777

e: enquiries@nockolds.co.uk

London

6 Broad Street Place
London
EC2M 7JH

t: 020 3892 6800

e: enquiries@nockolds.co.uk



www.nockolds.co.uk

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