

**GODDARD DUNBAR & ASSOCIATES LTD****TERMS AND CONDITIONS**

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**PLEASE READ THIS DOCUMENT CAREFULLY  
AND RETAIN FOR YOUR INFORMATION**

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## 1 Status

Goddard Dunbar & Associates Limited (“**Goddard Dunbar, we, us, the firm**”) is a limited liability company authorised and regulated by the Council for Licensed Conveyancers (**CLC**) (see [www.clc-uk.org.uk](http://www.clc-uk.org.uk) for further information) under License number is 11196.

## 2 Complaints Procedure

A complaint is an oral or written expressions of dissatisfaction which alleges that the complainant has suffered (or may suffer) financial loss, distress, inconvenience, or detriment.

We aim to resolve any complaint you have about the service we have given you as quickly as possible. If you are unable to sort things out with the person who has been dealing with you, please contact our Director, Jim Goddard on either of our office telephone number 01782 284320, by emailing [jim@goddarddunbar.co.uk](mailto:jim@goddarddunbar.co.uk) or by post at Goddard Dunbar & Associates Ltd, Genesis Centre, Unit 18 Innovation Way, Stoke on Trent, ST6 4BF.

Once we have received your complaint, Jim Goddard will write to you within 7 days to explain how your complaint will be investigated if a complete response to your complaint has not been made by that time. You will be told the latest date by which a complete answer will be given to your complaint (this should be not more than 28 days after we received your complaint). If you have made the complaint verbally - either at a meeting or on the telephone - we will set out in our full response our understanding of the nature of your complaint.

The assessment of the complaint will be based upon a sufficient and fair investigation. We will explain in writing our findings and where the complaint is upheld will offer remedial action or redress. This will be actioned promptly.

If following the outcome of the investigation 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:

Tel no: 0300 555 0333

Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

Website: <http://www.legalombudsman.org.uk>

Legal Ombudsman  
PO Box 6803  
Wolverhampton  
WV1 9WF

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 6 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 8 weeks of us receiving it. A complaint can be referred to the **Legal Ombudsman** up to one year from the date of the act or omission or up to 1 year after realising there was cause for complaint. The ombudsman deals with service-related complaints; any conduct-related complaints will be referred to the **Council for Licensed Conveyancers**.

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).

## 3 Equality and Diversity

This firm is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees, and has a written equality and diversity policy.

#### 4 Consumer Protection

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 gives most clients a 14 day 'cooling off' period following the start of their contract with us. **The rules do not apply to clients that we have met at our premises and during the meeting the client has asked us to carry out their legal work** and we have agreed to do so.

During the first 14 days of your contract with us we are unable to carry out any work on your matter, unless we have received your consent to start work immediately. We strongly recommend that you contact us as soon as possible if you would like to waive your rights to the 14 day cooling off period. The preferred way to do this is by e-mail.

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. The cancellation period expires 14 calendar days from the day the contract started.

To exercise your right to cancel, you must inform us of your decision to cancel the contract by a clear statement (i.e. by letter, fax or e mail). You may use the Cancellation Form sent with your Client Care Letter for this purpose, but it is not obligatory. We will acknowledge receipt of a cancellation. To meet the cancellation deadline, you must advise us that you wish to cancel before the 14 day cancellation period has expired.

If you cancel, any money paid to us by you will be refunded within a 14 day period. The refund will be by the same means of payment that you used to pay us initially unless we have agreed otherwise. Because of the delays that can be caused by getting property searches done, we always ask you to pay for these at the start of any conveyancing matter we handle. These searches are exclusive to you and therefore if you cancel once the searches have been ordered we will not be able to refund your money. However, once the search results have been received, we will pass these onto you and they may be used by any other solicitor you instruct.

#### 5 Conduct of Your Matter

We will tell you the name of the person (who may be a solicitor, legal executive, licensed conveyancer, legal assistant or trainee) with primary responsibility for the day to day conduct of your matter, but may delegate appropriate parts of the work to our junior fee earners acting under proper supervision. If this person changes, we will let you know their name and legal status. The name of the person's supervisor will also be given.

Once the matter is under way we will keep in touch with you, usually by email or telephone as it progresses. We will endeavour to answer your telephone calls. However, because of work commitments, both in and out of the office during the day, your call may be dealt with by another member of the department, as that will allow your enquiry to be dealt with as promptly as possible.

Our hours of opening at both the Crewe and Stoke offices are Monday to Thursday 9am until 5pm and Friday 9am until 4pm. Our offices will remain open on Friday afternoon until the completion of all property sales and purchases scheduled for that day.

#### 6 Confidentiality and Disclosure

We have a duty to keep your legal affairs confidential.

If you have asked us to carry out a conveyancing transaction on your behalf, it may be necessary for us to disclose to others in your chain, including their advisors and agents, your state of readiness to exchange contracts and wishes as to dates of exchange and completion. You may ask us not to make these disclosures at any time in which case we will inform the other party or parties and their agents that the authority has been withdrawn.

External firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files.

We are required under the terms of our professional indemnity insurance policy to notify our insurers immediately of any instance which appears to be, or could potentially become, a claim against us. We will wherever possible attempt to maintain client confidentiality when notifying circumstances to our insurers by using your reference number and anonymised details. However, if you have intimated that you intend to bring a claim against us, then your rights to confidentiality are automatically waived and full details of the matter will be disclosed to our insurer.

We will not release information about you or your file to anyone outside Goddard Dunbar unless this is needed in order for us to perform our duties to you or you have agreed to such disclosure of information. However, in certain cases, the law places a statutory duty on us to disclose information, for example, under a Court Order or to comply with the Proceeds of Crime Act 2002 and the Terrorism Act 2000.

## **7 Money Laundering**

**Proof of Identity** -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.

**Confidentiality** -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.

**Cash** - The policy at Goddard Dunbar in relation to cash is that payments in cash exceeding £500 (five hundred pounds) are not accepted.

If you try to circumvent this policy by depositing cash direct with our bank, we may 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.

**Electronic and On-line Data** As part of the identification process - We will need to carry out identity checks using electronic and online data. Your instructions to us constitute confirmation of your agreement to this.

## **8 Mortgage Fraud**

In most property transactions we will act for both you and the lender providing your mortgage finance. We have a duty to fully reveal to your lender all relevant facts about the purchase and mortgage.

This includes:

- any differences between your mortgage application and information we receive during the transaction,
- any cash back payments or discount schemes that a seller is giving you; and
- the names of all the purchasers, legal and beneficial.

In particular, we are under an obligation to report to the lender the purchase price and you may be committing fraud if you seek to misinterpret the true price by omitting to mention any relevant facts to us.

It is a condition of business that you agree to waive your right to confidentiality in order for such a disclosure to be made.

## 9 Source of Funds

Money Laundering Regulations - We are required to verify the source of funds where monies are being provided to fund the purchase of property other than from a mortgage lender.

We therefore require evidence of where your own funds are being provided from and how you came about such funds (i.e. savings, inheritance, gifted by a relative).

To avoid any delays on exchange and completion, it is advised that you provide supporting information to us now. This should be in the form of:

- original bank statements showing at least a six-month audit trail, and/or
- If the money has originated from a sale of a house or a Remortgage, please provide the completion statement from the solicitors together with the bank statement which evidences the money being deposited.

But:

- If the bank account being operated is an internet only based account, we will require computer print outs which then must be verified by a bank as being true copies. If the money is from the sale of investments, we will require evidence of this,
- If the monies are savings accumulated, we will require bank statements showing the accumulation of these funds,
- If monies are being provided by a third party (i.e. not you) please ensure that you have disclosed this to your lender (if you have one) as otherwise this will delay your transaction,
- It is usual practice that all the monies for the purchase should come from your own resources and if not, you have a duty to the lender to let them know,
- We will require evidence for the source of funds for the third party as well as their identification on the same basis as above i.e. original identification together with original bank statements and supporting documentation,
- Where the funds are coming from a third party in the form of a gift or loan, unless you have disclosed it to your lender and it is referred to in the mortgage offer, we will have to make a report to the lender and receive written confirmation that we can proceed on this basis.

Beware:

- In certain circumstances, your lender may revoke the mortgage offer, therefore it is important that you disclose the gift or loan at the earliest opportunity to us or directly to your lender.

***Please note that we cannot use any funds provided to us until we reach a satisfactory conclusion as to the source of the funds. This will be entirely at our discretion.***

Where a client obtains borrowing from a lender in a transaction, we will ask the lender to arrange that the loan funds be sent by direct funds transfer to be received by us the day prior to the completion date. This will enable us to ensure that the necessary funds are available in time for completion. Clients should be aware that the lender may charge interest from the date of issue of funds.

## 10 Stamp Duty Land Tax

We will normally submit any SDLT returns electronically on your behalf; signing these Terms and Conditions is your authority for us to do so. But please note the following:

- We will complete the return as accurately as possible by relying on information provided by you and information received, during the course of the transaction, but you are ultimately responsible for the accuracy of the return and the information contained in it,
- Although we will be acting as your “tax agent”, this will not constitute an agent/principal relationship, so we will not have any corresponding liability unless we cause an error to be made on the return,
- HMRC may enquire into your transaction(s) even after the issue of a certificate, for up to 9 months after the filing date. If we are required to assist with an enquiry we reserve the right to charge fees for that further work,
- If such an enquiry takes place, you may be liable for any shortfall in SDLT identified by that enquiry.

Please note that we are not allowed to incur stamp duty land tax on your behalf and recover it from you at a later date and therefore we will always ask for stamp duty land tax in advance of it being due.

## **11 Data Protection**

We use the information you provide 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,
- file reviews for quality, training and regulatory purposes,
- legal and regulatory compliance, including anti-money laundering and fraud detection,
- dealing with any claim from you under our Professional Indemnity Insurance policy or complaint made to the Legal Ombudsman.

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 other professional bodies. You have a right of access under data protection legislation to the personal data that we hold about you.

We may sometimes ask other companies or people to carry out typing/photocopying/other work on our files to ensure this is done promptly. We always seek a confidentiality agreement with these outsourced providers. If you do not wish your file to be outsourced, please let us know as soon as possible. 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.

## **12 Cyber Crime**

We prefer to communicate using e-mail as this provides a better service to our clients. If you would like us not to use e-mail, then please let the person handling your case know.

In order to protect the content of e-mails from disclosure, e-mails sent by us are encrypted.

It is a condition of doing business with us that you send information to us via an encrypted link or the web portal in order to protect the content of the e-mail whilst in transit. We are entitled to accept all messages as genuine, complete and accurate and we will not consider liability for any financial loss or breach of confidential information if encryption is not used.

To protect the integrity and security of our computer system, we may prohibit the receipt and opening of certain types of electronic files by our staff. Incoming e-mails are subject to automatic screening for viruses, malware and undesirable content. In certain cases, your e-mail could be prevented from entering our system and consequently may go unread if potentially harmful content is detected.

E-mails sent over the internet do not always reach their intended recipient and may be tampered with. We do not guarantee that every e-mail sent by you or us will reach the intended recipient. If you have sent us an urgent e-mail, one that varies a previous instruction or that contains banking or other highly confidential information, we strongly recommend that you telephone us to confirm receipt.

We have no control over and consequently will not accept any liability for the safe and secure passage of e-mails between your mail server and your connected viewing device or between such device and our secure portal.

**The firm will not change its bank account details, so you should regard any e-mail that purports to notify you of a change as potentially fraudulent. Do not act on the e-mail, but please inform us if you receive such an e-mail.**

### 13 Conflicts of Interest, Duress and Undue Influence

A conflict of interest arises when we are considering acting for you in a transaction when we already represent the other side, for example if you have asked us to purchase a house when we already act for the seller.

To help us identify conflicts at an early stage you will be asked for your name and address and for details of the transaction proposed. Corporate clients will be asked for information about the company, its directors and shareholders as well as information about the proposed transaction.

The information provided allows us to search our client database for any conflicts. We cannot normally accept an instruction to act if there is a conflict situation or if we feel you may be acting under duress or the undue influence of another person.

Where we are satisfied that there is no duress or undue influence and the conflict of interest is in both parties' interest, we can act for both parties in a transaction if each party is represented by a different Authorised Person at Goddard Dunbar, and;

- Each Client's best interests are served,
- Clients have the information they need to make informed decisions,
- Clients are aware of any limitation or any condition resulting from your relationship with another party.

Conflicts may also arise during a matter as further facts come to light or if we think you are being pressured to instruct us. In this situation we may have to stop working for you and ask you to instruct new solicitors. In this case we will charge you for our fees, expenses and disbursements incurred to the time we stop work, or a proportion of the agreed fee.

It is possible that we may now or in the future hold for another past, present or future client, confidential information which we cannot disclose to you in relation to your matter. You agree to that non-disclosure.

### 14 Storage of Documents

We will store files, Deeds, Wills and other documents for an annual fee of £20 plus vat for a single person and £30 plus vat for a couple. If at any time during the storage period your documents are relocated to an alternative facility, we reserve the right to charge an administration fee for the release of such documents. In such circumstances, and in circumstances where any of the terms and conditions of the Company's storage are breached, then you will forego any right to future free Will updates irrespective of the storage period.

As most property is now registered with the Land Registry, there is no longer any legal requirement to retain the deeds. Following completion of the registration of your property with the Land Registry if you would like us to retain your deeds, an annual fee will be payable, otherwise you will be asked to collect them or for them to be sent to you.

Files for the purchase of property are retained for fifteen years, files for all other matters are retained for six years from when we conclude work on the file and in most cases, longer than this. By agreeing to these Terms and Conditions, you agree to your file's automatic destruction on or after the fifteenth- or sixth-year period as appropriate. If you do not wish your file to be destroyed, please advise us in writing and the file will either be sent to you or made available for you to collect instead.

If you wish us to release your papers, deeds or other documents, then we need to be sure that we are releasing them to the right person. We will ask you to make an appointment to collect the items and satisfactory evidence of identity will be required. If someone else is collecting on your behalf, as well as your written instruction and identification, we will also need to see their evidence of identity.

## 15 Financial Services

During the course of your matter you may need advice on investments in which case we will refer you to someone who is authorised by the Financial Conduct Authority as we are unable to provide this advice.

Goddard Dunbar are 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 Distribution Activities, which is broadly advising on, selling and administration of insurance contracts. This part of our business is regulated by the Council for Licensed Conveyancers, and arrangements for complaint or redress if something goes wrong are subject to the jurisdiction of the Legal Ombudsman ([www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)) The register can be accessed via the Financial Conduct Authority website at <https://register.fca.org.uk>.

## 16 Estimates

Where an Estimate (i.e. a fixed price or percentage of the value of an estate or property) has been given, you must take particular note of the extent of the work that we have agreed to do for you, as we have given you an estimate based on this. This is based on our understanding of your requirements.

Sometimes a matter will be more complicated than we could reasonably have expected:

- from your description,
- from a preliminary view of the documentation,
- because of unforeseen issues arising as the matter progresses.

which have a bearing on the amount of time which we need to spend or on other costs or disbursements which need to be incurred. We will advise you of any such changes in circumstances as these matters will fall outside any quotation or estimate given. We will seek to agree with you an additional fee for such matters, but if no agreement is made, we shall have the right to cancel this contract on giving immediate notice to you.

## 17 Payment Arrangements

**Interim Bills** -As and when we feel appropriate as the matter progresses, we shall send you bills for the work that we have carried out for you. We reserve the right to cease acting for you if any of our interim bills are not paid.

**Time for Payment and Interest** - Payment of all bills is due within 28 days of our sending it to you. If it is unpaid, we will charge interest on the bill at 4% per year on a daily basis from the date on which payment of our bill is due.

**Lien** - In the event that any bill is unpaid, we are entitled to retain your papers, documents and property until payment in full has been received.

**Payments on Account** - The day to day running costs that a Lawyer incurs in running a matter (such as search fees, court fees, etc.) are known as disbursements. We may ask you for payments on account



of our costs and the disbursements we incur on your behalf as the matter proceeds. In the event of a payment on account not being made we reserve the right to decline to act any further. In that event, we will send a bill for all work done to date.

**No Special Deposit Accounts or Interest** – We are not required to open any deposit account or pay any interest to our clients.

**Credit Card Payments** - You may pay a sum due to us for our costs and VAT by credit card or debit card. Please note we are unable to accept card payments for Disbursements and Stamp Duty Land Tax.

**Cash** - The policy at Goddard Dunbar in relation to cash is that payments in cash exceeding £500 (five hundred pounds) are not accepted.

**WARNING** Our Bank Account details will never be sent to you by email. We will only provide our Bank Account details to you via the Post or over the telephone. **DO NOT** make electronic transfers into any bank account where the details have been sent to you by email.

## 18 Value Added Tax (VAT)

Our VAT number is 129665385.

## 19 Clearance of Funds

We are bound by the Council of Licensed Conveyancers rules that say we cannot use the funds of one client to pay the outgoings of another. In some cases, we may need to make substantial payments on your behalf, such as in property transactions.

When money is being paid to us by you or a third party, seven working days must be allowed for clearance of any cheques deposited with us by you or on your behalf. Three days must be allowed for credit and debit card payments.

We recommend that you use your bank's direct bank transfer ('CHAPS') procedure to transfer money to us, which will often be cheaper, quicker and more convenient for you.

If cleared funds have not been received in time to carry out the transaction, we will do what we can to mitigate the situation but will not be liable in the event that the transaction cannot proceed. Our fees and disbursements will be due as if the transaction did complete and we reserve the right to raise a supplementary charge for any additional work required as a result of the non-clearance of funds.

## 20 Work That Is Not Included

Subject to our initial Letter of Engagement and unless agreed to the contrary in writing, our legal advice specifically excludes any matters relating to:

- The laws of any jurisdiction outside England and Wales,
- Taxes or duties (other than stamp duty),
- Financial planning; and
- Accounting.

We will not advise you on the planning implications of a proposed purchase unless specifically requested to do so by you. However, we will advise you on the relevant information contained in the Local Search done on your property.

## 21 Instructions and Joint Instruction

We shall be entitled to assume that whoever gives us instructions to provide services has actual authority to do so and we shall be entitled to rely on any information provided to us by that person. It is vital that you provide us with all relevant information and ensure that the information you provide is

complete, accurate and up to date. If the information you provide changes at any time, you must inform us as soon as possible.

Where we are instructed by a director of a company or a member of an LLP, we shall be entitled to assume that these terms and our letter of engagement have been approved by the board of directors of the company or the members of the LLP.

Where we are instructed by one or more person or entity, each person or entity will be jointly and severally liable under these terms. Each person or entity irrevocably permits us to disclose to the other persons or entities any information we receive at any time, which might otherwise be prohibited from being disclosed under our duty of confidentiality.

Unless you inform us otherwise, we will assume that we may accept instructions from either joint party.

## **22 Benefit of Our Services**

Unless agreed expressly in writing, our services are provided solely for the benefit of you as our client. We accept no responsibility to anyone else.

## **23 Jurisdiction**

Your agreement with Goddard Dunbar shall be governed by English Law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

## **24 Notices**

Any change of your address must be notified to the person responsible for your matter as soon as possible but in any event within seven days. Your address for all purposes including correspondence and service of notices shall be the initial address notified to us by you unless otherwise varied in accordance with this clause.

## **25 Professional Indemnity Insurance**

We maintain professional indemnity insurance in relation to the services that we provide. Our insurers are the Miller Insurance Services LLP of 70 Mark Lane, London, EC3R 7NQ. The territorial coverage of our insurance is England & Wales and our level of cover is £2M.

## **26 Termination**

You may terminate your instructions to us in writing at any time, which will be effective when we receive it, but we can keep all your papers and documents whilst there is still money owed to us for fees and expenses.

We will decide to stop acting for you only with good reason, e.g. if you do not pay a bill, a sum on account of costs, there is a conflict of interest, or if you require us to act unreasonably or act in a manner which conflicts with a protocol.

If you or we decide that we should stop acting for you, you will pay our charges up to the point at which you or we are notified.

## **27 Acceptance of Terms and Conditions**

These Terms and Conditions of Business supersede any prior Terms and Conditions whether written or verbal. In the event that there is a conflict between our written Letter of Engagement and these Terms and Conditions, then the written Letter of Engagement will take precedence.

From time to time, we may need to change our Terms and Conditions for legal, regulatory or other reasons. Your work will be subject to our latest Terms and Conditions. Details of the changes in the latest version of our Terms and Conditions will be provided on our website.

**Client care is central to the operation of our firm as it is through feedback from you.**

**We always like to hear from you if you have any suggestions on how we can improve our service to you.**

**To provide feedback please telephone:**

**Crewe 01270 580537**

**Stoke 01782 284320**

**Email: [jim@goddarddunbar.co.uk](mailto:jim@goddarddunbar.co.uk)**

**We look forward to hearing from you and of being of service to you.**