

Nexus Solicitors Limited Terms and Conditions (Individuals January 2024 Edition)

1. These Terms and Conditions together with other documents or correspondence which are referred to will govern the relationship between us and you. In the event of a conflict between these Terms and Conditions and our Engagement Letter(s), the Engagement Letter(s) will prevail.
2. Definitions used in this contract:

Business Premises means our offices at Carlton House, 16-18 Albert Square, Manchester, M2 5PE.

Cancel/Cancellation means your right to cancel this Contract pursuant to the Cancellation Regulations.

Cancellation Period means the period within which you have the right to cancel this Contract pursuant to the Cancellation Regulations.

Cancellation Regulations means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Date of Commencement of the Contract means the day on which the Contract is entered into which is the day we receive your signed copy of our Engagement Letter or unless otherwise agreed by us in writing when you comply with any other requirements which are applicable at that time.

Contract means the legally binding agreement between us and you for the provision of the Services.

Engagement Letter(s) means any letter, document, email or fax we send you setting out the main characteristics of the Services and further details of the cost of the Services.

Our Email Addresses means the email addresses we may ask you to use.

Our Telephone Numbers means 0161 819 4900 and any other telephone numbers that we may ask you to use.

Services means the services, representation or advice that will we provide to you.

Terms and Conditions means these terms and conditions together with the content of other documents or correspondence which are referred to including our Engagement Letter(s).

Terminate/Termination means terminating this Contract in accordance with these Terms and Conditions other than pursuant to the Cancellation Regulations.

Third Parties means persons or organisations other than us.

Us/we/our/this firm/our firm means Nexus Solicitors Limited of Carlton House, 16-18 Albert Square, Manchester, M2 5PE.

You means you as a client of this firm.

3. We may make reasonable variations or revisions to the Terms and Conditions. If we do change any part of the Terms and Conditions for any reasons, we will notify you in writing, giving you reasonable notice of the change(s).
4. If circumstances require changes to the main characteristics of the Services for any reasons, we will notify you in writing, giving you reasonable notice of the change(s).
5. Save where we expressly and in writing state to the contrary, we will not be advising you on financial, accounting, valuations, technical, engineering, geological, health and safety or regulatory issues, financial services, the commercial merits of the matter, foreign law, tax or the suitability and/or timing and/or provision or advice relating to those issues and such things are expressly excluded from the services that we will provide.
6. Where you instruct us on more than one occasion or matter, these Terms and Conditions will apply to all matters whether or not we re-issue the Terms and Conditions including our Engagement Letter(s) or other documents to you.
7. We will tell you who will oversee your work and (where applicable) which other members of staff will also be working on the matter. If it transpires that assistance is required from other members of our staff we will tell you, and give you details of their names and status as necessary. We try hard to avoid changing the people who are handling your work but sometimes this cannot be avoided.
8. Where we provide Services to you along with another party in the same matter, or where we act in unrelated matters or for clients that are in some way connected, we will monitor any conflict of interest. If it transpires that a conflict arises, we may have to cease acting for one or all of those clients including you.
9. Where we act for more than one client in relation to a matter you hereby authorise us to accept instructions from any one of you on behalf of all of you unless in our discretion we require instructions from more than one of you.
10. If we are instructed to represent you in litigation, it might be appropriate for us to attend court or other venues.

Your obligations

11. Until this Contract is Terminated or Cancelled (see below) you must provide us with instructions in a clear, timely and efficient manner and you must provide us with any payments on account of costs which we reasonably request of you at any stage. You further agree:
 - (a) To provide all information necessary for us to provide the Services. We will rely on any information and documents you provide as being true, correct and complete and will not audit the information or those documents; and
 - (b) To respond without delay and comprehensively, quickly and fully to our requests for information and to other communications from us.

Exclusion and limitation of liability

12. We will provide the Services with all reasonable care and skill but we will not be responsible for any costs, losses, penalties, or liabilities arising from the supply by you or others of incorrect or incomplete information.
13. The aggregate limit of our liability to you in any circumstances whatsoever and howsoever caused (including as a result of our negligence) for loss or damage

arising from or in connection with the services we provide to you shall be limited to the sum specified in the Engagement Letter or, if no sum is specified therein, the sum of £3,000,000.00 (three million pounds sterling) or its equivalent in any other currency. We do not accept any liability in respect of any services which we provide to any party other than the party by whom we are instructed in connection with the provision of the Services.

14. You agree that we may communicate with you by email sent without encryption and over the internet. We shall not be responsible for any loss or damage arising from the unauthorised interception, re-direction, copying or reading of emails, including any attachments, nor shall we be responsible for the effect on any computer system (or any loss or damage arising from any such effect) of any emails, attachments or viruses which may be transmitted by this means.

15. Following completion of the Services we are not obliged to update or advise you further in any respect including (but not limited to) changes in the law and dates or other important events.

Payments on account

16. It is normal practice to ask clients to pay reasonable sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. Should we request payment of monies on account, you must make the payment. It is your duty to ensure that any payment you do send to us is sent to the correct bank account.
17. We may request further payments on account for charges and expenses to be incurred as and when the matter progresses. When we raise a bill of costs on your file, we will send you a copy and will automatically and promptly transfer funds to cover the bill from any monies in our client account. Any such payments will be offset against your final bill. It is important that you understand, however, that your total charges and expenses may be greater than any advance payments, and where this is the case you will still be liable to pay any invoice for the shortfall.

Interest on monies we hold for you

18. We may need to hold your money in our client account or a separate designated deposit account. In holding client money we have an obligation to pay interest on that money at a fair and reasonable rate and are required to put in place an interest policy; this policy is summarised below.
19. We aim to account to you for interest at a fair rate, but it is unlikely to be as high as the rate that you may be able to obtain when you deposit the money that we hold onto your behalf. In most cases, we must ensure that money held on client account is immediately available, and so the need for instant access is taken into account when setting the rate of interest payable to us. There might be a difference between the rates of interest on monies held in our client account and separate designated deposit accounts (and between separate designated deposit accounts).
20. On monies held on general client account or a separate designated deposit account interest will be equal to the rates paid by National Westminster Bank or any other bank with which at our discretion we place the monies. The rates are likely to change from time to time. In the event that the account is not interest bearing, no interest will be paid to you. If you require any further information regarding interest rates, please let us know.
21. Any interest is paid to you without any deduction for income tax. As such it is your responsibility to inform HMRC of amounts of interest received from us.
22. Interest will be calculated from the time the funds become cleared for interest purposes. On cheques or bankers drafts this will be 4 days after the cheque or draft has been deposited with our bank or into the separate designated deposit account. For amounts received by debit or credit card, interest will start to accrue from the date of actual receipt. For direct transfers or same-day payments the funds become clear on the day after receipt into our bank or into the separate designated deposit account. Interest will be calculated on a daily basis and calculating amounts held overnight from the date the funds become cleared for interest purposes.
23. Interest will not be paid if the total amount calculated for the period that cleared funds are held is less than £50.
24. Interest will be calculated at the end of the matter and we will credit the client ledger at that date.
25. We will never provide banking facilities to you or third parties. We will only receive payments into and transfers or withdrawals from a client account in respect of the delivery by us to you of legal and other professional services that are regulated by the Solicitors Regulation Authority including, where appropriate, acting as a trustee or holder of a specified office or appointment.
26. We will return to you or to a third party for whom client money is held, as soon as there is no longer any proper reason for us to hold those funds.

Data Protection

27. We respect your privacy and are committed to protecting your personal data in accordance with the all applicable privacy and data protection laws including the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426). Our Privacy Notice will inform you as to how we look after your personal data and will also tell you about your privacy rights and how the law protects you.
28. A copy of the Privacy Notice can be found at www.nexussolicitors.co.uk.

Financial services regulation

29. We are an ancillary insurance intermediary. 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 insurance distribution activity, 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 Financial Conduct Authority website at www.fca.org.uk/firms/financial-services-register.

30. The Law Society of England and Wales 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. The Legal Ombudsman deals with complaints against solicitors. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of those bodies.

Insurance

31. You should at the outset consider whether you have the benefit of Legal Expenses Insurance, which may cover your legal costs and/or those of any other party. If you require us to assist you in determining this and in making a claim under such a policy you must ask us to do so. We will then send you a questionnaire that you must return to us containing all details of policies and cover. The charge for us helping you establish whether you have Legal Expenses Insurance and making a claim will be outside of and in addition to any cost estimate or fixed fee in relation to the legal work we will carry out for you.

32. Details of Legal Expenses Insurance may be included with your motor, home or credit card insurance, by virtue of any Trade Union membership you may have, or your commercial insurance policies such as material damage insurance, business interruption insurance and liability insurance.

33. If you do not have this type of insurance, or the level of cover is insufficient, we can help you investigate whether insurance is available to cover some or all of the legal costs in connection with your case. If you wish us to do so, please ask. The charge for us helping you apply for such a policy will be outside of any cost estimate or fixed fee in relation to the legal work we will carry out for you.

34. Where our costs, fees and charges are to be paid by a third party, such as an insurer or an employer or former employer, you remain primarily liable for payment of our costs, fees and charges, irrespective of the outcome of proceedings.

Our Charges and the Basis on Which Our Charges Will Be Based

35. The basis on which we will charge will depend on the nature of the matter and may be on an hourly basis, a fixed fee, a fixed price retainer, a conditional or contingency fee basis or a combination of these bases. We may also charge you based on a percentage of the monies we handle or the value of a transaction.

36. We will set out the basis of our charges and our current charging rates in the Engagement Letter(s).

37. Where we cannot confirm the total price of the Services at the outset we will set out the basis upon which our charges and fees will be based.

38. We will let you have the best estimate we can of our charges at the start of the Contract. That estimate will be reviewed at regular intervals, and you will also be notified in the event that there is any significant change to our estimates.

39. If the services of a Third Party may be required alongside the provision of the Services we will endeavour to obtain an estimate of their fees and charges at the start of the Contract or at such time as is reasonable during the provision of the Services.

40. Where we act for one or more clients in relation to a matter each of you remains liable jointly and severally for all of our fees and charges.

Hourly rates

41. Where we charge by the hour, our charges are based on the time we spend dealing with your matter. Time spent will include meetings with you and perhaps others; any time spent travelling; considering, preparing and working on documents; incoming and outgoing correspondence (including emails); and making and receiving telephone calls. Our hourly rates (and any changes to them) will be notified to you. These rates will be reviewed on 1 January each year and if at that or any other time they are increased you will be notified in writing.

42. Activity taking less than 1/10th of an hour will be charged at 1/10th of an hour. This might include routine letters, emails or other electronic communications that we write and receive, and routine telephone calls that we make and receive. Other activity will be charged on the basis of the actual time spent rounded up to the nearest 1/10th of an hour.

43. You may set a limit on the charges and expenses to be incurred. This means that you must pay charges incurred up to the agreed limit without our needing to refer back to you. We will inform you as soon as it appears that the limit may be exceeded and we will not exceed the limit without further obtaining your consent.

Conditional Fee Agreements

44. Where we are able to deal with your case on a Conditional Fee basis (more commonly referred to as a "no win, no fee" agreement), we will enter into an additional agreement, called a Conditional Fee Agreement, with you, which we will discuss in detail with you. The Conditional Fee Agreement will set out how we will provide the Services and how we will charge for our Services. Where there

is a difference between the terms of the Conditional Fee Agreement and these Terms and Conditions, the terms of the Conditional Fee Agreement will take precedence over these Terms and Conditions, the remainder of which will continue to apply accordingly.

45. You must be aware that if your case fails you may be liable to pay the costs of your opponent. If your case succeeds, you will be required to pay us according to the terms of the Conditional Fee Agreement which may include a "success fee" (in addition to our ordinary or base fees) to reflect the risk taken by this firm in agreeing to deal with the case on this basis. We would hope that you would recover some or most of the costs due to us from you from your opponent but if you are not able to do so, you are still liable to pay us.

46. Where we act for you on any other type or arrangement (including but not limited to a contingency fee basis) where paying us depends on the outcome of the case in some way, we will enter into an additional agreement with you, which will set out the terms of that arrangement. The amount that you will have to pay us in such a case will reflect the merits of your case and risk taken by this firm in agreeing to deal with the case on this basis.

Disbursements and Third Parties

47. Disbursements are costs incurred on your behalf including charges rendered against us by third parties and which are payable by you. We may fund those charges for you as the matter progresses or we may ask you to discharge those charges as they arise or are likely to arise and from time to time we may ask you to pay monies to us on account of those charges.

48. Where those charges require the payment of VAT you will also be required to pay the VAT.

49. Where we make a charge for our Services in obtaining the services of a Third Party, we will show that charge in your bill as our charges. Where we make a charge for our Services in obtaining the services of a Third Party, we may be required to charge VAT on the whole amount including the charges of the third party whether that third party requires the payment of VAT or not.

50. We charge an administration fee for electronic bank transfers made by us on your behalf as part of our services. For a TT payment, the cost you is £40 plus VAT. For BACS Transfers, we charge £12.50 plus VAT.

51. Where we engage a Third Party to advise you or provide a service as part of the Services we will provide you with the name, address and other relevant details of that Third Party.

Value Added Tax

52. We will add Value Added Tax ("VAT") to our charges at the rate that applies when our work is done. VAT is also payable on certain expenses and charges, such as disbursements, as detailed in these Terms and Conditions.

Billing arrangements

53. You may set an upper limit on this firm's fees and charges for which you will be liable without further authority. If you set such a limit, we will not exceed that limit on charges and fees without your authority. Any setting of an upper limit must be confirmed to us in writing in advance and with reasonable notice.

54. We shall deliver bills to you, including interim bills at monthly or other intervals, for any Services we provide and for other charges and disbursements, including when representing you in litigation. As regards disbursements, we might bill you separately to our fees and later or earlier than the bill for our fees in respect of the same period in which the disbursements are incurred.

55. We will send you a final bill after completion of the work or upon termination of our retainer for any reason. All of our bills are statute bills under the Solicitors Act 1974. Payment is due within 30 days of the date of our bill, although if we hold money on your behalf we are entitled to discharge our fees and charges, including disbursements, promptly after delivery of our invoice or notification of our fees and charges.

56. You agree that we may deliver our bills by email. If you do not wish for this, you must let us know in writing.

57. Please note that we are unable to start any work without payment of any requested monies on account. We may also refuse to act or continue to act for you if at any time you do not make payment of bills or as otherwise requested including any requested monies on account.

58. If payment is delayed for any reason, we reserve the right to charge you interest on the bill. This will be charged at 4% above the base rate of the Bank of England from time to time or at the interest rate applicable pursuant to the Late Payment of Commercial Debts (Interest) Act 1998, whichever is the greater.

59. Interest shall accrue from the date payment is due to the date of actual payment, and shall be calculated on a daily basis.

60. We are entitled to exercise a lien over any papers in our possession relating to this matter if you fail to make payment of sums properly due to us. If you have a query about your bill, it is therefore important that you contact us straight away.

61. Where we take steps to recover sums due to us we are entitled to recover all costs of any nature, reflecting both our own time and any fees which we incur in connection with such action on an indemnity basis.

Other Party's Charges and Expenses

62. If your case involves litigation in court and you are successful, the other party may in certain circumstances be ordered by the court to pay some of your legal charges, but the amount of costs which you will have to pay to us may be greater than the amount you

can recover from the other party. If this happens you will still have to pay the balance of our charges and expenses.

63. You should note that some applications to court can result in orders for payment of costs within 14 days of the order ("pay as you go orders").
64. If the value of your claim is less than £10,000, it is likely to be subject to the costs rules which apply to "small claims" and you will only be entitled to recover "fixed costs" and some disbursements. The amount of costs you will recover from the other party will therefore fall short of the amount which you are required to pay to us.
65. If you are successful and the court orders the other party to pay some or all of your charges and expenses, we can assist you in seeking to recover these. In the absence of an agreement to the contrary, you will be liable to pay our fees (including fees incurred in connection with recovery of costs from another party) whether or not you can recover payment from a third party. As a general rule, only costs which have been incurred proportionately and reasonably can be recovered.
66. In some circumstances, the court may order you to pay the other party's legal charges and expenses. Those costs would be payable in addition to our charges and expenses. It may be possible to purchase policies of insurance to cover your liability to pay the other side's costs and we can discuss this with you should you require to do so.
67. If you succeed in obtaining judgment against any party, you will also be responsible for paying us the costs of seeking to recover and/or enforce any court orders or awards and/or any other monies or things that the court orders the other party to pay or do. It is in any case not guaranteed that you will recover costs from the other party and if the other party is legally aided you may not get back any of your charges and expenses, even if you win the case and succeed in enforcing some or all of a Judgment.
68. The courts require parties to litigation to consider attempts to settle their dispute both prior to and during the litigation process, whether by negotiation or alternative dispute resolution procedures such as mediation. They further require us, as your legal representative, to confirm that consideration has been given to settlement. We will discuss this with you, and monitor the possibility of settlement at all stages of the action. The courts have the power to penalise parties in costs where they act unreasonably, or where they fail properly to consider the possibility of or engage in attempts aimed at settlement.
69. Please note that the rules governing costs in litigation are detailed and vary from case to case and you should refer to our specific advice to you.
70. Unless otherwise stated in writing our acting for you in a contentious or litigious matter does not include recoveries of damages or other sums due or costs and it does not include appeals.

Stamp Duty Land Tax ("SDLT")

71. Where we act for you on a property related matter, the law/rules governing SDLT may apply. We will advise you if that is the case. The SDLT system includes the online submission of Form SDLT1. Whilst we will assist you in the completion of the form you must vouch for the accuracy of its content and we will rely on the information you provide to us. Prior to completion we will require you to confirm that the content of the form is correct and complete to the best of the declarant's knowledge and belief. You hereby agree to indemnify us against all liability whatsoever arising in any way connected with the amount of SDLT payable and/or the completion of the form.
72. HM Revenue & Customs will impose a penalty on and/or fines if the form and SDLT duty are not filed within 30 days of completion of the transaction. The penalties are on a sliding scale and can be equal to the original amount of SDLT payable. Settlement of the SDLT payable is your responsibility.

Storage of Papers and Documents

73. After completing the work, we are entitled to keep all your papers and documents where there is money owing to us for our charges and expenses. We will keep our file of papers (except for any of your papers which you ask to be returned to you) for no more than 6 years. We will not destroy documents we agree in writing to deposit in safe custody. We may charge for such depositing in safe custody.
74. If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent producing stored papers or documents to you or another at your request. We may also charge for reading correspondence or other work necessary to comply with the instructions given by you and on your behalf.

Your Rights to Terminate this Contract

75. You may Terminate this Contract/the Services by notifying us in writing at any time. You will be liable to pay all sums due to us at the date of any such Termination.
76. Your right to Terminate the Contract is in addition to your right to Cancel this Contract as set out in these Terms and Conditions and the under the Cancellation Regulations.
77. You can Terminate this Contract by notifying us by post or email. If we have started to provide the Services, you may be charged if you then terminate the Contract. Save where otherwise required by law, where we do provide the Services or otherwise act for you before you sign our Engagement Letter or other written retainer, these terms and conditions will nonetheless apply and by instructing us to consider, advise, review or discuss a matter with you or any other

person, you are requesting us to act for you subject to these Terms and Conditions.

78. Save in unusual circumstances (set out below) we will not start work on your behalf until you have complied with any requirements set out in the Terms and Conditions.
79. We will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. In some circumstances, we may have to stop acting for you. This happens rarely, and we would only decide to stop acting for you with good reason, for example if you cannot or choose not to give clear or proper instructions on how we are to proceed, or if it is clear you have lost confidence in how we are carrying out your work, or if you do not pay an interim or other bill or comply with our request for a payment on account or if matters arise which means that we cannot properly act for you.
80. We will give you reasonable notice if we propose to stop acting for you. If you or we decide that we will no longer act for you, you will be responsible to pay any outstanding charges to us on the basis already set out above and, as indicated above, we may exercise a lien over your papers and/or other items which means that until payment of our bills and charges is received in full, we may keep hold of any papers and/or other items that belong to you, which are in or come into our possession, including documents and other things which may pertain to live cases and which you may need to instruct new solicitors or in acting for yourself.
81. Where our Services are terminated by us or you for any reason or end in the usual course we are not obliged to update or advise you further in any respect including changes in the law and dates or other important events in relation to each completed matter and/or discernible part within the Services we provide save where we agree otherwise in writing.

Your Right to Cancel This Contract

Right to cancel

82. You have the right to Cancel this Contract within 14 days without giving any reason.
83. Your right to Cancel the Contract is in addition to your right to Terminate this Contract as set out elsewhere in these Terms and Conditions.
84. The Cancellation Period ends at the end of 14 days after the Date of Commencement of the Contract.
85. If you elect to Cancel the Contract you must send a clear statement of Cancellation, whether on the model Cancellation form attached to our Engagement Letter, or in such other clear statement as you choose, to us at Nexus Solicitors Limited of Carlton House, 16-18 Albert Square, Manchester, M2 5PE; by telephone number 0161 819 4900; or info@nexusolicitors.co.uk or by any other telephone numbers or email addresses you have been given in our performance of the Contract or the Services.
86. To meet the Cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to Cancel before the Cancellation period has expired.

Effects of Cancellation

87. If you Cancel this Contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).
88. We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.
89. We will make the reimbursement without undue delay, and not later than:
 - (a) 14 days after the day we receive back from you any goods supplied, or
 - (b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or
 - (c) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.
90. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
91. If you requested us to begin the performance of services during the Cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your Cancellation from this Contract, in comparison with the full coverage of the Contract.
92. To withdraw your offer to enter into a Contract with us, you simply need to tell us (for example by telephone email or fax or letter at the address or telephone and fax numbers or email addresses as set out in these Terms and Conditions).

Complaints

93. We are confident that you will receive a high quality service in all respects. If you have any queries or concerns about our work for you then please raise them in the first instance with the lawyer or executive dealing with your matter. If they cannot resolve the problem to your satisfaction, or you wish to make a complaint then please provide details in writing of your complaint to our designated complaints handler, Mr Christopher Pugh, at Nexus Solicitors Limited, Carlton House, 16-18 Albert Square, Manchester, M2 5PE. It is important that you immediately raise any concerns you may have with us to enable us to investigate and hopefully resolve them. A copy of our complaints procedure is available on request. If you have any concerns over a bill which you have received from us, you also (subject to time limits) have the right to apply to the Court for assessment of the bill under Part III of the Solicitors Act 1974.
94. The Legal Ombudsman can help you if we are unable to resolve your complaint ourselves. They will look at your complaint independently and it will not affect how we handle your case. Before accepting a complaint for investigation, the Legal Ombudsman

will check that you have tried to resolve your complaint with us first. If you have, then you must take your complaint to the Legal Ombudsman:

- (a) Within six months of receiving our final response to your complaint and
- (b) No more than one year from the date of the act or omission being complained about; or no more than one year from the date when you should reasonably have known that there was cause for complaint.

95. The current details of the Legal Ombudsman office are:

www.legalombudsman.org.uk
Telephone: 0300 555 0333 (between 9.00 and 17.00)
Email: enquiries@legalombudsman.org.uk
Address: Legal Ombudsman PO Box 6167, Slough, SL1 0EH

96. The Solicitors Regulation Authority ("SRA") can help if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. You can visit their website to see how you can raise your concerns with the SRA. You may access the SRA Code of Conduct for Solicitors (which sets out the professional rules governing solicitors such as Nexus Solicitors Limited) at <https://www.sra.org.uk/solicitors/standards-regulations/code-conduct-solicitors/>

97. Working with a solicitor may also provide protection to a client in certain circumstances if a solicitor fails to pay money owed to the client or is dishonest resulting in a loss to the client. Obviously, we do not anticipate any such problems arising in your matter but if you would like to learn more about the SRA Compensation Fund you can do so on the SRA website: www.sra.org.uk/consumers/compensation-fund/

98. Alternative complaints/dispute resolution bodies do also exist (such as Ombudsman Services, ProMediate and Small Claims Mediation) which are competent to deal with complaints about legal services if we both agree to use such a scheme. If we agree to use such a scheme we will inform you when notifying you of our final response to your complaint..

Professional Indemnity Insurance

99. Details of our professional indemnity insurance are available upon request.

Money Laundering

100. The Money Laundering Regulations require us to adopt procedures to verify the identity of new clients. Accordingly, in the case of private clients, it is may be necessary for you to produce documents such as your passport or other valid photographic id together with evidence of your home address (for example a recent utility bill, council tax bill or bank statement). In the case of a UK corporate client, we will usually carry out a search of the company's file at Companies House, in addition to which we require confirmation of identity from at least two of the directors/company secretary and/or other persons authorised to act on behalf of the company. In respect of a non-UK corporate client, comparable documents to that required for a UK company and at least one director or influential shareholder will be sought. Where we are asked to act on behalf of trustees, the identity of the prospective beneficiary will need to be established to us in line with the procedures for personal clients.

Communication

99. We are required under the Cancellation Regulations and the professional regulations governing solicitors to provide certain information to you in writing. By entering into this Contract you agree that we may provide you with that information by email save where you ask us to do otherwise. Unless we say otherwise, we consider it appropriate to maintain regular communication (as we see fit, depending on the nature of the work) with you including by email and telephone and where required, by meeting you or others face to face.

100. Where possible, please communicate with us using our Email Addresses, our Telephone Numbers, or our postal address.

Privilege and communications

101. Communications (including, discussions, emails, documents, letters etc.) between you and us are confidential, in contemplation of litigation or so as to allow you to take legal advice.

102. Those communications including any advice that we give may be covered by legal privilege, which means that they are confidential and save in limited circumstances, cannot be requested or examined by other persons including parties to litigation or the court.

103. You should therefore keep all communications confidential and you should not allow them to be seen by any other person. To do so, can irreparably damage the privileged nature of the communications and leave them open to scrutiny by others including parties to litigation or the court. We will advise you further should that be necessary in due course.

Severability and waiver

104. If any part or term(s) of this Contract or Terms and Conditions shall be unenforceable or unlawful or unsustainable the remaining parts and terms of this Contract and the Terms and Conditions will remain in full force and effect.

105. Under no circumstances will any waiver or delay by us in enforcing any terms of the Contract be taken as varying or removing or abandoning any term of the Contract.

Fraud and cybercrime

106. We will not notify changes of our bank details by email. Please contact us immediately if you receive email stating that we have changed our bank details, or otherwise requiring the payment of monies. We are not responsible for the activities of fraudsters who might use our details and you must ensure that prior to sending any funds to us that you have our correct details.

Applicable law

107. This Contract will be governed by and interpreted in accordance with the laws of England & Wales and you irrevocably agree that the courts of England & Wales shall have exclusive jurisdiction over any dispute that may arise out of or in connection with this Contract or the Services that we provide to you.

This is an important document - please keep it safe for future reference.