



Head Office:
71 – 73 Carter Lane
London
EC4V 5EQ

Thursday, 18 July 2024

TO:
Ellie Carter
93 Tadcaster Rd
PIRTON
WR8 1YL4

Sale of the Property: 70 Park End St, Bromash HR9 6WH

File Reference: LY/EC/61023400001

Client Care Letter

Thank you for choosing us to act for you in connection with your proposed sale.

This letter is an important legal document. You will need to refer to it alongside the Terms of Business and Data Privacy Notice, so copies will always be available on your online Portal.

Your Instructions

We will act for you in respect of the sale of the above property, advising on the necessary steps and the law, and undertaking legal work on your behalf.

Conveyancing Quality Scheme

We are accredited as part of the Law Society's Conveyancing Quality Scheme. The scheme is designed to improve transparency of transactions, raise service levels and provide better communication and a more efficient process.

Correspondence Address:

FDR Law
Worldwide House
Thorpe Wood
Peterborough
PE3 6SB

Tel: 020 3540 4558

Fax: TBC

By signing and returning the copy of this letter you will be confirming that we have your authority to provide information to other parties in accordance with the Law Society Conveyancing Protocol.

Responsibility for your work

My name is Callum Sanders and I shall be the person dealing with your transaction. My work is under the overall supervision of Harley Parkes, who is a Solicitor.

Overall responsibility for the work of the department lies with Harley Parkes who is a director.

Where it is practical and more cost efficient for a more junior member of staff to carry out some of the work on your file, I will delegate that work appropriately.

We try where possible to avoid changing the individuals who are handling your work but sometimes this cannot be avoided and if that is the case, we will notify you promptly of the person who will be handling your work going forward together with their status.

Our client in this matter

You have asked me to accept your instructions in this matter. If you agree these terms, you will become a client of this firm. I will only be able to accept your instructions on how to proceed in this matter. For example, it is not possible for me to take instructions from another family member, friend or associate without confirmation, in writing, that you agree with the instructions given.

Where you have asked me to consider accepting your joint instructions in this matter, you will all need to return a signed copy of this letter before I can proceed.

Acceptance of our terms is on the clear understanding that we are authorised to act on instructions from either, both or any of joint clients instructing us. If you no longer agree to this, or some dispute arises between you, you must contact me immediately to inform me of the changed circumstances. I am required to act in the best interests of each of my clients. If circumstances arise which prevent me from doing this, there will be a conflict of interests which may prevent me from continuing to act for each of you.

Money on Account

We shall shortly be asking you for £10,000.00 as a sum on account of our professional fees and disbursements where appropriate. That payment will show as a credit in your favour when we issue our final invoice and completion statement. In other words, the payment on account forms part of your final invoice and is not a payment in addition to our estimated fees.

How much will it cost?

The estimated fees are set out in your estimate previously provided to you. By signing and returning the Acknowledgement Document you confirm your agreement to those fees.

The estimate is based on the information provided by you at the outset. If there are other aspects to the transaction, not originally advised by you, there may be additional fees, which if applicable will be added to your completion statement visible on your online Portal and to your final invoice. Please refer to your online Portal for details of potential additional fees set out in

our Terms of Business. For example, where expedited completion is required, the property is leasehold or the property is unregistered.

If unforeseen issues arise with the sale we may have to increase our charges, but if that is the case, I shall inform you before you incur any additional costs.

In addition, there are several other costs and expenses which have to be paid to enable us to complete your sale. Those charges must also be paid by you. These can include managing agent pack fees, indemnity policies and planning documents.

If we find that any additional expenses need to be incurred after we have considered the contract and title documents, I shall let you know the reason for the extra expense, the likely amount, and when we shall need payment.

After signing this agreement with us, if your sale does not proceed to exchange or completion we may charge you an apportionment of our legal fees, plus any disbursements paid. Details of this can be found in our Terms of Business under the heading “Abortive Transactions”.

Limit of our Retainer

We are qualified to give legal advice only. We do not provide planning, building, architectural, valuation, survey, financial, environmental, climate change or tax advice. Please instruct appropriately qualified professional specialists in this regard as appropriate.

For the avoidance of doubt, you will be deemed to rely on the information as set out in this Client Care Letter and Terms of Business.

Referral Fee

We must tell you that we currently have a financial arrangement for the provision of “legal services” to you. On completion of this transaction, we will pay them a fee of £1,000.00.

Any advice that we provide to you in relation to your property transaction will be independent and you are free to raise any questions on all aspects of the transaction.

If any conflict of interest arises, we may have to stop acting for you. Any information disclosed by you to us will not be disclosed to a third party without your written consent. When you confirm your instructions to us, you will be extending that consent to us. You may withdraw that consent by notice, in writing, to us at any time.

Timescales

It is difficult to predict how long a Conveyancing transaction will take. There are so many factors that affect the timescales of a transaction. These include the length of the chain, the speed that Solicitors acting for the parties can obtain and provide information, the speed of other parties in the transaction dealing with enquiries and the ability of other parties in the transaction obtaining mortgage offers or other financing arrangements.

We estimate that it will take 10 to 14 weeks to complete your transaction. Should anything occur during the transaction which affects the timescales provided we will inform you accordingly.

Termination – Notice of Right to Cancel

The legal work includes the creation of a contract which is subject to The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Under the regulations you have the right to cancel within 14 days of the date on which you asked us to act for you. However, if we start work with your consent within that period, you will be responsible for our proportional charges which will be based on the supply of service for the period before you exercised your right to cancel and will be proportional to the service supplied in comparison with the fully contracted service. Your acceptance of our Terms of Business will amount to such consent. Even with this consent, you may still cancel instructions within the 14-day cancellation period. If you seek to withdraw instructions, you should give notice by e-mail or letter to the person named in your welcome letter as being responsible for your work. If however, we complete the work within the 14 day cancellation period and have not received written notice to cancel, then you lose the right to cancel.

The Regulations require us to inform you that the work involved is likely to take more than 30 days.

Identification

Please note that we have to comply with rules relating to identification, source of funds and anti-money laundering. We are therefore required by law to obtain satisfactory evidence of our clients' identities and proof of address.

To make this process as easy as possible for you, our secure online client portal allows our clients to upload the necessary identity and proof of address documentation. The proof of identity/proof of address documentation can be one of the following:

Proof of identity

- valid passport; or
- valid UK photo-card driving licence; or
- valid HM forces Photo ID card; or
- valid national identity card; or
- valid firearm and shotgun certificate.

and

Proof of address

- bank or building society statement no more than three months old; or
- utility bill less than three months old (e.g. gas, water, electricity or landline telephone, but not a mobile phone bill); or
- council rent book showing the rent paid for the last three months; or
- council tax bill less than three months old; or
- mortgage statement for the mortgage accounting year just ended; or
- HMRC self-assessment letters or tax demand less than three months old.

Should we require further documentation to ascertain and verify our clients' identity and proof of address we reserve the right to request certified documentation.

Using the online portal is the preferred method but in circumstances where you are unable to use it, visiting ourselves or another nearby professional person for certification may be possible. The certification must be carried out in your presence by a member of a suitably regulated profession (using our wording). Your documents can be certified by a professionally qualified person such as:

- Solicitor / Chartered Legal Executive / Licensed Conveyancer / Barrister
- FCA Regulated (or equivalent) Independent Financial Adviser (mortgage advisor/broker)
- Chartered accountant
- Notary Public

Please ensure the correct person certifies your documents and that the correct certification wording is used:

- For photo ID –
“I have seen the original document and I certify that this is a true copy of the original and that this photograph is a true likeness of the document holder”
- For proof of address –
“I have seen the original document and I certify that this is a true copy of the original”

To comply with the law, we need to get such documentation as soon as possible. We are not permitted to open your file until this requirement has been fully satisfied.

Where you are attending one of our offices for the purpose of providing your ID to be certified, please note that photocopies are not acceptable. Please personally bring the original documents to the office where we will take copies and certify them. Please note that we cannot certify documents without the individual being present. Please do not send original documents in the post.

If you are living abroad and cannot attend our offices, we will require a Notary Public based in the country in which you are residing to certify the documents. We will also require the certifier's name, Firm name, address and confirmation of their registration as a Notary Public with their national governing body.

Please then forward the originally certified copy identification to us as soon as possible.

Source of Funds

In line with anti-money laundering regulations, we are required to verify the source of monies that will be used towards the property transaction.

In the event that we require funds from you to complete your sale, we shall need you to complete and return to us a Source of Funds form.

If required, we will require evidence to verify the source of funds which will include (but not limited to) recent bank statements for the past six months to show that the balance of funds are

in your account(s). If some money has moved from one account to another or if any anomalous sums of money have entered your account within the last six months then please provide copies of the supporting statements for the originating account(s) too as we are required to see evidence of the trail of funds. The statements should clearly show the account holder's name and must be a full statement with banking entries. If there is a gift, please let us have details, and we will write to you separately in connection with a number of specific requirements.

Please note that we cannot accept cryptocurrency funds for use in the transaction or for payment of our fees. That includes cryptocurrency withdrawals into another currency such as pounds sterling. This is because it is impossible to trace cryptocurrency and show there has been no money laundering.

Bank Transfer Form

We will in due course require you to complete a Bank Transfer Form, which will follow separately. The account to which you will request sale proceeds to be sent to must have been opened for at least 12 months, and we will require evidence of that. This is an anti-fraud measure, and we thank you in advance for your cooperation.

FDR Online Portal

You will have been provided with access to our Portal in order for you to carry out several tasks necessary for the conveyancing transaction. The fee for use of the Portal is £35 + VAT, such fee having already been paid. The cost of any additional services chosen through the Portal shall be added to your completion statement at the appropriate time.

If things go wrong between us

We hope very much that our business relationship continues smoothly but from time-to-time we acknowledge things may go wrong. Should that occur please see our client care procedure in our Terms of Business. We shall endeavour to resolve matters with you. Your perception of our service levels is important to us.

Politically Exposed Person (PEP)

UK Regulations require us to check whether clients are (or are related to) Politically Exposed Persons.

- A Politically Exposed Person is a person who has held, in the last year, one of the following prominent public functions either in the UK or abroad:
- heads of state, heads of government, ministers and deputy or assistant ministers
- members of parliament or similar legislative bodies
- members of governing bodies of political parties
- members of supreme courts, of constitutional courts, or any judicial body whose decisions are not subject to further appeal, except in exceptional circumstances
- members of courts of auditors or of the boards of central banks
- ambassadors, charges d'affaires and high-ranking officers in the armed forces

- members of the administrative, management or supervisory bodies of state-owned enterprises
- directors, deputy directors and members of the board of equivalent function of an international organisation

In addition to the above, family and known close associates of the parties referred to above can also be PEPs. These would include:

- Anyone who has a close business relationship or joint beneficial ownership of legal entities or legal arrangements with a PEP;
- Anyone who has the sole beneficial ownership of a legal entity which is known to have been set up for the benefit de facto of the PEP;
- Parents and children of PEPs;
- Spouse or partner;
- Siblings;
- Uncles and aunts;
- Even slightly indirect family members (such as in-laws)

If you believe you fall into any of the categories above, please advise us as soon as possible. If you are identified as a PEP, we may need to obtain further information from you.

Declaration

By signing this Client Care Letter you are declaring that you understand the above information, agree to that information (alongside the information contained in the attached Sale Terms of Business, [Terms of Business](#) and [Data Privacy Notice](#)) and formally instruct this firm.

File Reference: LY/EC/61023400001

X

Client

X

Client