

# CHUNG & CO

SOLICITORS

**Principal**  
Stephen J P Chung BA(Hons)

(First established 1985)

58/60 George Street  
Manchester M1 4HF  
F: 0161 228 7774  
E: info@chungandco.com  
W: www.chungandco.com

## TERMS AND CONDITIONS OF BUSINESS

INTRODUCTION .....	1	STORAGE OF FILES AND DOCUMENTS .....	7
TERMS OF ENGAGEMENT .....	1	INTEREST PAYMENT POLICY AND WAIVER AGREEMENT .....	7
AUTHORITY AND INSTRUCTIONS .....	1	LEGAL EXPENSES INSURANCE AND AFTER THE EVENT INSURANCE .....	8
RESPONSIBILITY .....	2	LIABILITY FOR AND RECOVERY OF COSTS .....	8
OUR SERVICE TO YOU .....	2	CONVEYANCING QUALITY SCHEME .....	8
SCOPE OF OUR SERVICES TO YOU .....	2	EQUALITY AND DIVERSITY .....	8
YOUR DEALINGS WITH US .....	2	BRIBERY .....	8
THE CLIENT'S CHARTER .....	2	COPYRIGHT REMAINS WITH US .....	8
CONFIDENTIALITY .....	3	CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013 .....	8
ANTI MONEY LAUNDERING ("AML") CHECKS .....	3	FORCE MAJEURE .....	8
STATEMENT OF TRUTH .....	3	NON-CONTENTIOUS BUSINESS AGREEMENT, APPLICABLE LAW AND JURISDICTION .....	8
COMMUNICATING WITH YOU .....	4	THIRD PARTY RIGHTS .....	8
DATA PROTECTION ACT .....	4	NOTICES AND COMMUNICATIONS .....	8
COMPLAINT PROCEDURES .....	4	ENTIRE AGREEMENT .....	9
OUR LIABILITY TO YOU .....	5	SEVERABILITY .....	9
INSURANCE MEDIATION .....	5	NON WAIVER .....	9
INCIDENTAL INVESTMENT BUSINESS .....	5	ALTERNATE ARRANGEMENT.....	9
FEES GENERAL .....	6	YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS .....	9
VAT .....	6	ACKNOWLEDGEMENT .....	9
DISBURSEMENTS .....	6		
GENERAL EXPENSES .....	6		
ESTIMATES .....	6		
YOUR AGREEMENT TO INDEMNIFY US .....	6		
PAYMENT TERMS .....	6		
RETAINER .....	7		
LIEN .....	7		

### INTRODUCTION

Chung & Co is authorised and regulated by the Solicitors Regulation Authority under SRA ID No. 8005517 and operate in accordance with the SRA Code of Conduct 2011 <http://www.sra.org.uk/code-of-conduct.page>. Our VAT number is GB 431 1452 95. We succeeded the former partnership trading also as "Chung & Co" from 01.10.2023.

The expressions "we", "us", "our" and "this Firm" mean or refer to Chung & Co. The expressions "you" and "your" refer to our client.

All advice given and/or contracts or other obligations entered into by or in relation to our firm by partners, members, employees or consultants of Chung & Co are made or given by Chung & Co and not by any individual personally.

Our office's normal hours of opening are 9.00 a.m. to 12.00 p.m. and 2.00 p.m. to 5.00 p.m. Monday to Friday (except bank and public holidays), with lunchtime closure (except for telephone lines) between 12.00 p.m. to 2.00 p.m. In exceptional circumstances, special appointments can be arranged outside normal office hours. **All entries are by invitation and prior appointment only. We do not deal with any walk-in enquiries.**

### TERMS OF ENGAGEMENT

These are our Terms and Conditions of Business ("the Terms") to which you will be subject when instructing us to act for you. The purpose of this document is to inform our clients, including you, of the terms of engagement under which we shall carry out our legal work for them. The terms set out here will apply to all work we do of any nature whatsoever until and unless modified and notified by us or agreed (where necessary) with you in writing.

You will receive the Terms together with our Client Care Letter (together known as the "Agreement") setting out specific terms and details of the charges applicable to the matter, in respect of which we act on your behalf. The Agreement forms the basis of our relationship in this matter. If there is any inconsistency between the terms set out in this document and those in the Client Care Letter, the terms in that letter will prevail.

Where we are instructed by two or more individuals, your obligations and liabilities towards us will be joint and several meaning that each of you are fully responsible for compliance as if there is only one instructing client.

If you instruct us on behalf of a company, partnership or other entity (whether formed or to be formed in due course) and our bill is addressed to that entity, you will personally be responsible as principal (as hereby agreed) for payment of all our charges, disbursements, general expenses and VAT if that entity does not pay us promptly.

With Unfair Terms and Consumer Contracts Regulations 1999 in mind, it is hereby mutually agreed (deemed unless objected in writing within the next 3 days) that all the terms and conditions herein contained have been individually negotiated and agreed and that they are binding and effective upon the parties whether individually or collectively.

### AUTHORITY AND INSTRUCTIONS

We will take note of your instructions and endeavour to comply with them but subject to our overriding statutory, common law and professional duties and obligations. We are officers of the court and as such have duties and responsibilities to the court that can override or conflict with a client's instructions on rare occasions.

You may at any time authorise us in writing to act on instructions from a third party on your behalf but at your risk. However, we are entitled to assume that whoever provides instructions has actual authority to do so. We may rely on information given to us by that person. Where instructions have been provided on behalf of a body corporate or other organisation or entity, we can assume that our terms of engagement have been properly accepted by the board of directors or other appropriate decision making body of that organisation or entity.

Where two or more of you have instructed us jointly, it is on the basis that either or any one of you alone has authority to give us instructions on behalf of the others, unless you give us prior written instructions to the contrary. Each joint client irrevocably permits us to disclose to any other of the joint clients any information which we would otherwise be prevented from disclosing by virtue of our duty of confidentiality. If a conflict of interest arises between joint clients, we reserve the right to terminate or suspend the provision of any or all services in whole or in part to any of the joint clients or both of them.

We will only act on your behalf in a matter if we are retained exclusively by you on that particular matter on terms acceptable to us. You are free to instruct other solicitors on the other matters if you wish.

We reserve the right to decline instructions, in whole or in part, from you and/or any of your authorised person or persons, if we feel acceptance of such instructions would contradict our respective best interests and/or our said duties and obligations. In such event, we will notify you of our decision but without any obligation to offer any specific reason.

### **RESPONSIBILITY**

The person responsible for the day-to-day conduct and the overall supervision of your matter is named in the Client Care Letter. In the absence of such person, or if the nature or complexity of such matter so requires, we may allocate such matter to be dealt with or recommend it to be dealt with by another solicitor or other fee earners of this Firm or with another firm with appropriate knowledge and experience. We shall endeavour to seek your prior consent before making such change.

Where there is more than one fee earner involved in your case, they will often work as a team. This means that, for example, more than one fee earner at a time may attend meetings or deal with it on your behalf, which is not to duplicate work but maximize the use of our manpower. All our solicitors and other fee earners have different functions, skills and responsibilities and we always work as a team to serve the needs of our clients.

### **OUR SERVICE TO YOU**

Upon receipt of your initial instructions, we shall as soon as reasonably practicable confirm in writing:-

- your instructions;
- scope of work;
- charges and expenses likely to be incurred; and
- the persons responsible for your work, their status and hourly rates.

Subject to the full cooperation of you and all the others concerned, we aim to:-

- offer an efficient and effective service focusing on satisfactory outcome to you and all the others concerned;
- conduct our services in a competent and professional manner in accordance with our professional and statutory expectations and obligations;
- respond promptly and keep you well informed; and
- keep a record of all action taken.

### **SCOPE OF OUR SERVICES TO YOU**

We are not authorised under the Financial Services and Markets Act 2000 to give you advice on any financial or investment matters, such as the relative merits of your chosen mortgage or insurance products or

whether the terms of those products are representative of those currently available in the market. You should always seek advice from an appropriate independent financial advisor authorised by the Financial Conduct Authority and not us.

Unless otherwise agreed in writing, we do not provide advice on any taxation or financial matters and again you should seek assistance from your accountants and/or tax specialists.

Similarly, we cannot advise you on the laws of any jurisdiction outside England and Wales and you must not rely on any comment we give as being applicable or accurate in relation to any other jurisdiction.

You should consult other suitably qualified professionals for advice on non-legal matters such as the condition of the property, its services, market value and environmental and contamination issues.

### **YOUR DEALINGS WITH US**

To assist us in providing our services in this way, it is important for you to provide us with information and documents fully and promptly when we ask for them, as it would facilitate us to act and continue to act efficiently in carrying out your instructions and achieving the desired results.

For information, it may include:-

- a change in details;
- any critical dates;
- giving us as much notice as possible of changes in timescales;
- information in respect of timescales and changes to them;
- any changes in instructions;
- notify us if you do not understand any aspect of the work;
- correct communication details; and/or
- all other matters which you ought to tell us.

For documents, they may include:-

- all original, additional, renewed, amended and/or replaced documents;
- all changes and updates; and/or
- all other documents we ask for or that you ought to give to us.

### **THE CLIENT'S CHARTER**

Whatever legal service you need, you have the right to be treated with care and professionalism by us. The Client's Charter is your guide to what to expect from us in terms of customer care.

**Working together** - Whilst we, as your solicitors, have various duties to you as our client, we can only give our best advice and service if the information you give us is accurate and complete.

#### **As your solicitors, we will:**

- put your interests first when representing you;
- be polite and considerate in our dealings with you;
- find out from the start what you are hoping to achieve and aim to make sure that your expectations are realistic;
- make every effort to explain things clearly and in terms you can understand and keeping jargon to a minimum;
- agree with you the type of service you can expect to receive;
- tell you who will be handling your work;
- explain what the costs are likely to be;
- keep you informed of costs throughout so that you can work out if a particular course of action is worth following financially;
- respond promptly to your letters, emails and phone calls;
- tell you about any major developments and update you on progress as work proceeds;
- give you a clear bill which shows the work done and the amount charged;
- treat all clients fairly and not discriminate against anyone because of his or her race, sex, sexual orientation (sexuality) or disability; and
- keep what you tell us confidential and refuse to act for anyone else if doing so could compromise that confidentiality.

The above is a summary of the main rules and principles that apply to all solicitors.

**Please note:** Other legal and professional duties may occasionally affect the ability of us to meet all these standards. For example, the legal duty to release information about money laundering or the solicitor's duty to the court can override the duty of confidentiality or the duty to put your interest first.

**How you can help us** - You can help us to do our best for you by telling us what we need to know and providing documents when we ask for them.

- Please bring all relevant documents with you when we ask to see you. If you are not sure, bring what you think might help us.
- Please tell us if you have any special needs relating to the service you want to receive.
- Please tell us at the start what you expect of us so that we can agree with you what it is possible to achieve.
- Please tell us immediately if your expectations change.
- Please tell us if you have personal time limits or targets which would not be obvious to us.
- Please make sure that you always understand what we have discussed. If you are not sure, please tell us.
- Please contact us quickly if we ask for instructions, documents or information.
- Please tell us if you change address, phone number or other contact details, or if your circumstances change in a way that may affect the way we deal with your case

### **CONFIDENTIALITY**

It is likely that during the course of the work we undertake, certain information may have to be disclosed to third parties, either for your own interest or in pursuant to our professional or statutory obligations, or both. Where circumstances allow, we shall only do it after discussing the matter with you and, where necessary, having obtained your consent to do it.

In the event of a property transaction where we are also acting for your proposed lender, we have a general duty to fully reveal to it all relevant facts about you, the purchase and mortgage and all material changes. This includes:

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

A solicitor is under a statutory duty to notify the National Crime Agency ("NCA") if he has reasonable grounds for suspecting that a person may be in possession of any proceeds of crime, as defined in the Proceeds of Crime Act 2002, as amended. In such circumstances and in pursuant to our statutory obligations, we reserve the right to notify NCA of any such suspicion and apply to them for clearance to proceed with any relevant transaction on your behalf. In those circumstances, we are prohibited from informing you of what we are going to do or what we have done, even though such action may involve or result in delays to any transaction in which you or we may be engaged. Furthermore, any liabilities incurred by such delay or of seeking clearance from NCA are hereby excluded and you are hereby advised that we do not accept any liability for any claims, costs, expenses or demands howsoever incurred, even if the transaction in question were to be affected or aborted by reason of such delay or notification.

### **ANTIMONEY LAUNDERING ("AML") CHECKS**

There are laws and regulations requiring solicitors to obtain satisfactory evidence of the identity and immigration status of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their clients may be targeted by criminals wanting to launder illegal money.

To comply with such laws and regulations, we need to obtain documentation to establish your identity and retain copies of them for

future reference. The identification documents required will very much depend upon the clients, be they an individual, partnership, company or trust. We shall at the first meeting or start of the matter state what type of identification documents is necessary and advise you to produce them. In the case of an individual client, we will require production for inspection and copying or scanning all or some of the following **original** documents:

- your current Passport or Travel Document;
- your current UK Immigration Status Document or Residence Permit;
- your current photocard UK Driving Licence, showing your full name and residential address;
- your NI Card;
- an item of evidence to prove your current address, such as the latest bill for Council Tax, Business Rates, Gas, Electricity, Water or Telephone; and
- your bank statements, both personal and business, and saving or deposit books.

It is essential that they are supplied to us within five days of inception of instructions, failing which we are unable to continue to act for you until they are provided to our satisfaction. We accept no responsibility for any loss, damage or otherwise whatsoever as a result of your delay and/or non-production of any of such documents to us.

If you cannot provide any of such evidence, please tell us and we shall advise what alternative evidence may be acceptable. You hereby warrant to us that all documents produced and to be produced are genuine and accurate without any modification and you undertake to advise us of any subsequent changes and produce all new, amended, replaced or fresh documents, with or without demand, within fourteen days of receipt of the same.

By accepting the Terms and so as to enable us comply with all the relevant laws and regulations, you are deemed to have irrevocably consented to us retaining copies, whether in paper or electronic format or otherwise, all the above documents.

We may validate name, address and other personal information supplied by you with appropriate third party databases. By accepting these Terms, you consent to such checks being made. In performing these checks personal information provided by you may be disclosed to a registered Credit Reference Agency which may keep a record of that information. You can rest assured that this is done only to confirm your identity and that a credit check is not performed. All information provided by you will be treated securely and in accordance with the Data Protection Act 2018.

We do not normally accept any funds from you until and unless the identification procedures have been completed to our satisfaction. Pursuant to recommendations by all relevant statutory or professional bodies, we may use electronic identification service providers to confirm your identity, particularly if you are a non-UK based client, and that of any beneficial owner. It is a pre-condition for our acceptance of your instructions that you consent to us doing so on your behalf and on behalf of those beneficial owners and at your expense. The fees for these searches are payable by you and will form part of the initial payment for costs and disbursements required from you.

We do not normally accept cash payments, although we may do so in the case of small amounts. However, all monies or remittances, including cash, are received upon your assurance (as hereby confirmed) that they are your legitimate monies from your own resources and on the basis of your (joint and several, where applicable) indemnity (as hereby confirmed) in favour of each of our solicitors and/or employees and our Firm as a whole against all actions, losses, claims, costs and expenses arising out of the receipt, handling, use or otherwise dealing with such monies or any part thereof on your behalf.

### **STATEMENT OF TRUTH**

By signing and returning our Client Care Letter, you are confirming that all information given and/or to be given to us by you or your

authorised agents during the course of your matter is to the best of your knowledge, information and belief, complete, accurate and up-to-date. You are also confirming that all funds given and/or to be given by you to us, including those for our legal fees, disbursements and expenses, are from your legitimate sources. You agree to indemnify us against any liability and/or expense in the event that your confirmations are incorrect. You should inform us without delay of any changes which affect any information provided. We will not be responsible for any errors or delays in our work or advice caused by any inaccuracy or incompleteness in the information supplied or by such information being out-of-date.

### **COMMUNICATING WITH YOU**

We may communicate with you and others by e-mail, post, fax, and telephone. Unless you advise us in writing to the contrary, we will assume that you are happy for us to communicate with you and/or all the other relevant parties by such means, even though they may not be secure and confidential. We accept no responsibility whatsoever for any loss, damage or consequential loss arising from such means of communications.

All our communications and any documents relating to your matter will be in the English language only unless otherwise agreed in writing by us at our absolute discretion. If any of our communications and/or documents are requested by you to be translated into a different language and we are able to do so, we reserve the right to impose additional charges based on the fee earner's prevailing hourly rate or the charges of external translators to be advised in the Client Care Letter. In any event, if there is any inconsistency in the contents of the English version and translated version, the English version will prevail.

### **DATA PROTECTION ACT**

For the purpose of Data Protection Act 2018, the data controller is Chung & Co Solicitors of 58/60 George Street, Manchester, M1 4HF. We are registered with the Information Commissioner's Office under Registration No: Z5997752.

We will use the information you provide primarily for the provision of legal services to you and for all related purposes including:

- updating and enhancing client records
- analysis to help us manage our practice
- statutory returns and
- legal and regulatory compliance

We use information that you supply to us primarily to provide you with legal services. We may also use this information for related purposes such as updating and enhancing our client records, legal and regulatory compliance, collecting our fees and sending you legal information and updates. Our use of such information is subject to your instructions, General Data Protection Regulations 2018, Data Protection Act 2018 and our duty of confidentiality. You are required to sign a Consent Form to confirm your consent for our collection and retention of your data. Please note that our work for you may require us to give your information to third parties such as other professionals related to the matter, government agencies and other interested parties.

You have a right of access under Data Protection legislation to the personal data that we hold about you but we have no obligation to retain or preserve any information or copies for you. We may from time to time send you information we think might be of interest to you. Please notify us in writing if you do not wish to receive it.

### **COMPLAINT PROCEDURES**

We are committed to provide high quality legal services and client care. If you are unhappy about any aspect of the services you have received or about our charges, please contact Mr Stephen Chung, Principal & Complaint Officer, by telephone on 0161 228 6777, by email at stephen.chung@chungandco.com or by post to "Mr Stephen Chung, Principal & Complaints Officer, Messrs Chung & Co, Solicitors, 58/60 George Street, Manchester, M1 4HF". Please mark the envelope

"Strictly Private & Confidential" to help us to maintain and improve our standards.

We have a procedure in place which details how we handle complaints. We have eight weeks to consider your complaint. If we have not resolved it to our mutual satisfaction within this time, you may complain to the Legal Ombudsman. If you are not satisfied with our handling of your complaint, you can ask the Legal Ombudsman to consider the complaint. You must bring your complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within one year from either the date of act/omission being complained about or the date you should have realised that there was a cause for complaint, whichever is the later.

### **What will happen next under normal circumstances?**

1. The Complaints Officer will send you a letter acknowledging your complaint, confirming who is dealing with your complaint, asking you to confirm or explain the details and confirming what will happen next. You can expect to receive such letter within three working days of our receipt of your complaint.
2. He will record your complaint in our central Complaints Register and open a file for your complaint. He will do this within one working day of receiving your complaint.
3. He will then start to investigate your complaint. This may involve one or more of the following steps:
  - If our Mr Stephen Chung, Principal & Complaints Officer, acted for you, he will consider your complaint. He will then send you his detailed reply or invite you to a meeting to discuss the matter. He will do this within the following ten working days.
  - If someone else acted for you, the Complaints Officer will within a working day of opening the file ask that person to give him his reply to your complaint within the five working days of his request. He will then examine the reply and the information in your complaint file. He may also speak to that person and will do so within 3 working days of receiving his reply.
4. The Complaints Officer will then write to invite you to meet and discuss with him and hopefully resolve your complaint. He will do this within 3 working days of completion of his examination.
5. Within two working days of the meeting, the Complaints Officer will write to you to confirm what took place and any solutions he had agreed with you. If you do not want a meeting or it is not possible, the Complaints Officer will send you a detailed reply to your complaint within five working days of completion of his examination. This will include his suggestions for resolving the matter.
6. At this stage, if you are still not satisfied, you can let the Complaints Officer know. We will then arrange to review his decision. This may happen in one of the following ways:
  - The Complaints Officer will review the decision himself within five days of our request for review, or
  - The Complaints Officer will arrange for someone who is not connected with the complaint to review his decision. The Complaints Officer will do this within 10 days of such request, or
  - The Complaints Officer will ask his local Law Society or another local firm of solicitors to review your complaint within 10 days of such request. The Complaints Officer will let you know approximately how long this process will take, or
  - The Complaints Officer will invite you to agree to independent mediation within 5 days. The Complaints Officer will let you know approximately how long this will take.
7. The Complaints Officer will let you know the result of the review within five working days of receipt of it. He will at this time confirm our final position on your complaint and our reasons.
8. In exceptional circumstances in which you are still dissatisfied after referring the matter to the Complaints Officer, you may wish to address the matter to the Legal

Ombudsman. Their address is PO Box 6167, Slough, SL1 0EH (Tel: 0300 555 0333;  
Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk);  
Web: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)).

If you raise concerns about an invoice, the Solicitors Regulation Authority requires solicitors to inform clients that they may also have the right to object to the invoice by applying to the court for an assessment of it under Part 3 of the Solicitors Act 1974. During any period for which all or part of any invoice remains unpaid whilst a complaint is dealt with, the firm is usually entitled to charge interest. Our interest rate is stated at the foot of our invoice.

### **OUR LIABILITY TO YOU**

You are our client and our advice is for you alone (or in the case of joint clients, for each of them) and solely in respect of the matter under which the relevant advice is given. Third parties may not rely on our advice unless we specifically agree in writing that they may do so. You may not rely on advice given in previous matters as being applicable to other or later matters. You may not assign all or any part of the benefit of, or your rights and benefits under, the agreement of which these Terms form part.

We accept no liability to any third party to whom you provide our advice or who relies on that advice. In the event of any third party bringing a claim against us in relation to any of our advice which you have provided to them directly or indirectly, then you agree (as hereby confirmed) to indemnify us for all losses, damages and costs suffered or to be suffered in relation to such claim.

Where we instruct or liaise with other professional advisors on your behalf, including overseas advisors, we will not be responsible for the appropriateness or accuracy of the advice given by them or for payment of their costs, fees and expenses which is at your sole risks.

We accept no liability for any failure to provide services or advice in relation to any issue which falls outside the scope of our engagement. We accept no responsibility to notify you of, or of the consequence of, any change in the law or in its interpretation, or of any other event which occurs outside the scope of our engagement, or after the date upon which the relevant service or advice is provided.

We will not be liable for any loss of profit, or any indirect loss or damage suffered (including, for the avoidance of doubt, any loss of opportunity, income, accruals or production) in relation to the provision of any services or advice by us.

Nothing in this Agreement will restrict or exclude our liability to you for death or personal injury resulting from our negligence, or in any other circumstances where our liability may not be so limited under any applicable law or regulation (for example, if there is any fraud on our part).

If you accept any exclusion or limitation of liability from any of your other professional advisors, then our liability to you will not exceed the amount for which we would have been liable after deducting any amount which we would have been entitled to recover pursuant to the Civil Liability (Contribution) Act 1978 or otherwise but are prevented from doing so because of any such exclusion or limitation.

Chung & Co alone will provide the services to you. You agree that you will not bring any claim, whether in contract, tort, negligence or for breach of statutory duty or otherwise against any individual member in whatever capacity or agent of Chung & Co.

The extent of our liability to you will be limited to the amount specified in our Client Care Letter or, if no sum is specified, the amount of our professional indemnity insurance limit at the time any claim is notified to us.

We currently carry Professional Indemnity Insurance in the sum of Two Million Pounds (£2,000,000.00) each and every claim including that which we are required to have by the Solicitors Regulation

Authority. We maintain professional indemnity insurance (Policy No: UKOPI23B4831) for the minimum required by the Solicitors Regulation Authority – further details on request. Our insurers are AmTrust Europe Ltd and Liberty Mutual Insurance Europe SE (UK Branch).

By instructing us, you irrevocably agree (as hereby confirmed) that the amount that we shall be liable to pay to you, in total, on any claim or linked series of claims shall not exceed the sum of £2,000,000.00. If you do not consider this amount adequate and require a higher limit of indemnity, we may be able to purchase additional cover from our insurers but this will be at an additional cost payable by you. If this is what you require, you must notify us immediately in writing.

Monies paid to us (other than wholly for payment of our invoice or disbursements) are paid into our Clients Account as regulated by the Solicitors Regulation Authority, the SRA Code of Conduct 2011 and the SRA Account Rules 2011.

We bank with The Royal Bank of Scotland Plc and have notified the bank that we deposit monies from multiple clients into a single account. On this basis, each client has the Bank of England's protection under the Financial Services Compensation Scheme in case of a bank collapse, which is currently £85,000.00 maximum (or such other amount as may be in force from time to time). You agree (as hereby confirmed) that we will not be liable to you as a client for any monies lost by virtue of a bank collapse, failure or any similar event nor will we be liable for any consequential loss arising resulting from any inability to withdraw such funds other than may be prescribed by law or by the Solicitors Regulation Authority.

### **INSURANCE MEDIATION**

This firm is not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority under Reference: DPB LS570340 so that we can carry on insurance mediation 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.fsa.gov.uk/register](http://www.fsa.gov.uk/register). However we do not provide such service unless in exceptional circumstances and by prior special arrangement only.

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints handling body of the Law Society.

### **INCIDENTAL INVESTMENT BUSINESS**

If during the instructed transaction you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority since we are not. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where they are closely linked to the legal work we are doing for you.

If you have any problem with the service we have provided for you, then please let us know. We will try to resolve it quickly and we operate an internal complaint handling system to help us to resolve it between ourselves. If for any reason we are unable to resolve it between us, then the Solicitors Regulation Authority and the Legal Ombudsman provide complaints and redress procedures.

We are able to undertake a wide range of services on behalf of our clients. Should you need legal advice with regard to any matters, please feel free to contact the person who is acting on your behalf or indeed any other member of the Firm who will be able to refer you immediately to someone who has experience in that area.

## **FEES - GENERAL**

Our charges will normally be calculated by reference to the time spent in dealing with your case or transaction unless otherwise notified to you in writing. If so, all fee earning members of staff are required to record any time they spend in working on your case or transaction and this would include attending upon you and others whether in person or over the telephone, legal research, perusing and considering documents, correspondence, drafting and negotiating documents, engaging in telephone calls and/or sending messages or texts, travelling, waiting time, project management, taking proof of evidence, instructing experts and other agents, preparation of any detailed case management plans, budgets or costs calculations, file opening and compliance procedures, file reviews, preparing attendance notes and providing copies of documents to you. Letters and emails written and telephone calls are usually charged on unit basis at six minutes per unit. If, for example, a telephone call lasts more than six minutes (or 1 unit) then the charge will increase by at least another unit. The minimum charge is 1 unit. Incoming letters and emails will be charged on the basis of 3 minutes per unit per page (minimum charge 1 unit) unless the letter and accompanying documents exceed 2 pages in which case they will be charged for 2 or more units. Each fee earner or legal assistant at this practice has a given hourly rate and these rates are reviewed annually every April or at other intervals to be notified. You will be advised in advance of any increase in the hourly rate to be charged by the members of staff involved.

The hourly rate includes an estimate of the uplift for what is generally called the "Care and Conduct" aspect of the charge. This may vary in your case or transaction and is usually dependent upon:

- The degree of urgency
- The complexity
- The importance
- The amount of the money involved
- The skill and experience of the solicitor involved

If your instructions require our member or members to work outside normal office hours, we reserve the right to increase the level of the relevant hourly rate and we will notify you in advance.

In certain commercial transactions, we may agree to base our charges upon a percentage of the value of the transaction. In property transactions, administration of estates, certain commercial transactions or transactions involving a large amount of money or benefit to the client, we may base our charges on the time spent and by referring to a value element, such as the price of the property, size of the estate, value of the financial benefits or merits of success. The value element reflects the importance of the outcome to you and special responsibility placed on the Firm. We will write to you if the value element applies to your case. In other cases, we may agree to base our charges upon a percentage of any compensation, debt or other monies recovered on your behalf. We will advise you in writing at the outset of your matter of the fees to be charged.

## **VAT**

Each fee earner's hourly charging rate at this Firm is exclusive of VAT and this will be added at the prevailing rate to all invoices.

## **DISBURSEMENTS**

Disbursements are fees that we have to pay to third parties on your behalf. Examples of these are surveyor's fees, court fees, barrister's fees, expert's fees, search fees, Land Registry fees, probate fees, travelling charges etc. We are entitled to assume that you have authorised us to incur disbursements in the course of our engagement unless you specifically instruct us otherwise. They and the related VAT will be payable by you in addition to our fees and may in some instances be billed separately. We do not make such payments on your behalf unless we have received from you sufficient monies on account. Where working outside normal business hours is required, we reserve the right to charge for costs incurred plus VAT in providing reasonable

sustenance and travelling expenses for our member or members concerned.

## **GENERAL EXPENSES**

General Expenses are estimated and not actual expenses incurred on your behalf, such as postages, telephone, fax, internet, software, photocopying, photographing and bank remittance charges. They are treated as additional profit costs and carry VAT at the prevailing rate. They are payable in addition to our profit costs and disbursements. We normally request our clients to pay a deposit for such expenses before commencement of work.

## **ESTIMATES**

Where we provide you with an estimate of the likely overall costs, this is only intended as a general guide and should not be regarded as a fixed quote unless we specifically agree a fixed fee in writing with you. It is often difficult to estimate exactly how many hours of work will be necessary to complete your case or transaction. In the Client Care Letter accompanying the Terms, you will be provided a good estimate of the likely overall costs. If the amount of work is greater than first envisaged, we will inform you as soon as possible and will keep you regularly advised of the costs incurred and to be incurred. Whenever feasible, we intend to review them once every month and seek interim payments from you to ease the cash flow of both parties.

You will need to carefully consider the impact of the legal fees and expenses incurred and to be incurred if the matter is aborted. We will advise you if in our opinion the proposed transaction is not in your best interests, regardless of the fees and costs spent. The final decision must be made by you according to your own commercial judgement. It is important that you should be realistic and be able to walk away from the transaction if it becomes non-beneficial to you. We would always ask you to be mindful of the development and the merits of the transaction. We are solicitors and not business advisors. Our advice will be for the legal issues and we do not make any commercial judgment for you. We execute your instructions at your own risks.

## **YOUR AGREEMENT TO INDEMNIFY US**

You agree (as hereby confirmed) to indemnify us and/or our individual members against any liability or expense which we are legally obliged to pay or incur as a result of acting for you and/or executing your instructions in good faith.

## **PAYMENT TERMS**

It is normal practice to ask clients to make payments on account of anticipated costs and disbursements and for interim and/or final bills. We will send a final bill after completion of the work and where applicable a completion statement. If you have any query about our bill, you should contact the fee earner acting on your behalf straight away. Payment made on account for legal fees and disbursements will be used against invoices that we deliver to you from time to time.

All invoices should be settled within a maximum period of twenty-eight days from the date on the bill. We do not accept payment by credit or debit card, cheque or cash, but only by bank transfer. In the event of late payment, we reserve the right to suspend working until full payment is received from you, plus if required a deposit on account. Interest will be charged on bills which are not paid on time at the default rate under the Late Payment of Commercial Debts (Interest) Act 1998. This interest will be charged on a daily basis. We shall on request provide our bank details for payment which must always be kept personal and confidential to you for the payment concerned only.

An administration fee of £50.00 plus VAT will be charged for each reminder we have to send to you, whether by post, fax or email, for any outstanding monies due to us. An administration fee of £50.00 plus VAT will also be charged for each returned and/or unpaid cheque (if this method of payment is accepted). All such further fees shall be treated as outstanding legal fees and be subject to penalty interest and our right of lien.

## **RETAINER**

You may terminate your instructions to us in writing at any time but we shall be entitled to our solicitors' right of lien by keeping all your papers and documents whilst there is money owing to us for our charges, disbursement, general expenses and penalty interests.

In extreme circumstances, we may consider declining acting for you if for example you cannot give us clear or proper instructions, we or you have lost confidence in each other or we can no longer work together.

We may decide to stop acting for you only with good reason. For example, you cannot give us clear, honest or proper instructions, you do not comply with our payment terms, you ask us to act in an improper or unreasonable manner, you and/or persons connected with you are found to be prejudicial to our statutory and professional duties or there is any conflict of interests between you and us. We will give you as much notice as circumstances permit that we are to stop acting for you.

If we can no longer act for you, you must still pay our charges, disbursements and general expenses as set out in the Terms and/or any subsequent communication.

## **LIEN**

Solicitors are entitled to exercise their legal right to retain documents and other property belonging to the client pending payment of their outstanding charges owed by that client. Such retention is called "Solicitor's lien" and is lawful if properly exercised by prior written notice (as hereby given).

## **STORAGE OF PAPERS AND DOCUMENTS**

At the conclusion of the matter, your file of papers will be placed in storage, either within or outside our office, for a maximum period of 6 years or longer if we think fit. After that, they will be destroyed or discarded at our discretion without any further notice and/or liability to you. If there is any document which you wish to be returned to you or if you wish to retain the file yourself, you should advise us in writing. We shall then arrange for it to be released to you.

If you require us to retrieve any document or file from storage for continuing or dealing with your new instructions and/or for returning it to you or transferring to another solicitor, we may make a handling charge (minimum £80.00 plus VAT) for recovering each file or matter and preparing it for your collection. We may request you to pay a further handling charge (minimum £50.00 plus VAT) if you require us to send you (only, no others) a photocopy (by post or email, black and white setting only, and only if you are legally and solely entitled to it) of the document or file. Such charge covers up to 20 copies only and you may be requested to pay for any extra copy to be charged at £0.80 plus VAT per copy up to a further 30 copies. In addition, you may be charged for packaging, posting and postages if you require the document or file to be posted to you, to be assessed. We may also charge for corresponding or other work necessary to comply with your request. All such subsequent fees shall be charged on time-spent basis according to the hourly rate of the responsible person concerned and they must be paid upfront and in clear funds before we proceed with your request.

All title deeds and last wills are stored in a safe and secure environment and we retain a database of all of them in our possession.

In any event, all documents, title deeds, last wills and all other items are stored on the following conditions which are deemed to have been accepted (as hereby confirmed) by you:-

1. At your request and at your own risk without any responsibilities on us to insure them against any risk or peril or pay you or anyone else any compensation for whatever reason, save for wilful destruction or damage;
2. It is your own responsibility to have requested us to, and to ensure that we do, return to you before completion of the subject matter or matters all your documents or items of value or

importance, whether original or copy, for your own retention. All the remaining documents or items to be stored away by us will be treated as insignificant and for records purpose only with no responsibility of returning to you in future. We are not your legal bailee or keeper and we owe no duty of care to you. You should have kept copies yourself by all appropriate means of all relevant documents during the course of the transaction with us;

2. We are entitled to return them to you or your authorised agent or request you or your authorised agent to collect from our office within fourteen days of the date of our written notice to you. If you fail to accept delivery or collect, we shall then be entitled to deliver or leave them at your last known address or destroy or otherwise dispose of them at our absolute discretion without any responsibilities accepted;
3. You should collect them yourself and we reserve the right to refuse collection by your agent with or without satisfactory written authority from you. For collection by your attorneys or personal representatives, they must produce satisfactory identity documents and sign for and collect altogether; and
4. As regards all conveyancing searches, certificates and results such as Local, Environment, Mining, Water & Drainage, Chancel, Company, Land Registry and Land Charges for which you would have been supplied with either photocopies or scanned copies, you are deemed to have authorised us to retain the originals (unless sent to the relevant parties) and store them away with the file concerned.

## **INTEREST PAYMENT POLICY AND WAIVER AGREEMENT**

**INTEREST PAYMENT RULES – According to the Solicitors Regulation Authority Account Rules 2019**, it is this firm's standard policy to account to its clients for interest on "a fair and reasonable basis for both the client and the Firm", unless the client accepts our blanket policy of paying no interest at all.

There are normally two types of bank account we pay our clients' monies into:-

1. Designated Client Account – It is for short term deposit caused by special or unexpected circumstances and the account bears the client's name, e.g. "Chung & Co re (Client's name)". Interest earned is retained in the same account and the client usually receives all the interest earned, subject to our administration fees for setting and operating the account; and
2. General Client Account – It is for temporary deposit and we pay all our clients' monies into it. It is named "Chung & Co Solicitors Client Account". Interest earned is paid into our Office Account and belongs to us. We then consider what is a fair and appropriate payment and pass it back to our clients, bearing in mind the interest rate received (usually low) and our administration costs (usually much higher) in managing the Account. This payment is referred to as a payment in lieu of interest earned.

It is our Firm's policy to request payment from clients only for:-

1. Deposit for our legal costs, disbursements and general expenses – In this case, our blanket or no interest payable policy applies, since the payment is for expenses which will be paid only into our General Client Account, not the Designated Deposit Account, and our administration costs will outweigh any interest received, and
2. Purchase or completion monies – We usually require payment about a week before the completion date which will be paid into our General Client Account, not the Designated Deposit Account.

For the same reason, our blanket policy applies as it is for a very term deposit with very little, if any, interest earned. You are at liberty to pay us the day before completion if you are concerned about interest earning but you must be fully responsible for all delays, default costs and penalties and even consequential losses of all the parties concerned including you, if it fails to reach us in time and in clear funds.

For payment of net completion monies to you after deduction of our legal costs and all other monies due, we aim to do so within 7 working days of completion. For avoidance of account administration charges

to you, we do not transfer them into a Designated Client Account in the interim period, unless we have agreed with you in writing to do so before completion, including the interest rate and our additional charges payable. Otherwise, our blanket policy applies again.

Unless we have reached prior agreement with you in writing to pay interest on your deposits, you are deemed to have accepted (as hereby confirmed) our blanket policy with no interest payable for all payments.

In any event, if the interest calculated is £20 or less, we will not pay it to you since we consider that our administrative costs of dealing with the account and the funds would exceed it unless you agree to pay them to us separately.

#### **LEGAL EXPENSES INSURANCE (“LEI”) AND AFTER THE EVENT INSURANCE (“ATE”) (CONTENTIOUS WORK ONLY)**

LEI could be used to help pursue claims in certain circumstances. We recommend that you check any insurance policies you hold, for instance household insurance policies, to ascertain whether you have any such cover.

ATE is insurance in relation to an existing claim and may cover costs which you have to pay to the other side and your own costs which you pay to us. Such cover may be available but is generally available only for cases with a good prospect of success. You must consult with your insurance brokers, not us, as to whether or not your ATE is appropriate and valid to your particular case.

#### **LIABILITY FOR AND RECOVERY OF COSTS (CONTENTIOUS AND NON-CONTENTIOUS WORK)**

In the event that you are successful in your claim, it may be that you will be entitled to payment of your costs by someone else. Any recovery of costs from your opponent or another person is likely to be less than the amount you are liable to us. You may be able to claim interest on any of your costs which a court orders the other party to pay.

Your opponent may not be capable of paying or willing to pay any costs awarded in your favour. You will be responsible for paying our charges in full, regardless of whether and how much you can recover from the other party. You will also be liable for any costs incurred in trying to recover any costs from the other party.

Where you are insured against all or part of our legal costs for which you are liable, you remain primarily responsible to pay those costs. Unless we agree otherwise in writing, we will invoice you for our costs in the normal way, as if you were not insured. It is then your responsibility to make a claim against your insurer. Whether you are VAT registered or not, you will still be liable to pay the VAT element of our costs in any event.

Once court proceedings are commenced and sent to or served on your opponent or received by you, you become potentially liable for their costs if you subsequently discontinue your claim or your action is struck out or is unsuccessful.

#### **CONVEYANCING QUALITY SCHEME (“CQS”) (RESIDENTIAL PROPERTY TRANSACTIONS ONLY)**

Chung & Co in its present status has not applied for accreditation under CQS but may do so in the future. Our predecessors were accredited and we intend to follow as closely as possible all the rules of CQS from time to time.

#### **EQUALITY AND DIVERSITY**

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees and we welcome suggestions for improvement.

#### **BRIBERY**

We are committed not to offer or accept bribes in accordance with the Bribery Act 2010 and welcome suggestions for improvement.

#### **COPYRIGHT REMAINS WITH US**

We retain copyright in all the documents prepared by us. You must not infringe or attempt to infringe either directly or indirectly our rights as we may take enforcement actions against you.

#### **CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013**

Under the above regulations, for some non-business instructions, you may have the right to withdraw if our contract to provide you with legal services is concluded prior to meeting you. This right to cancel without charge will subsist for 14 days after the contract was concluded. However, if we start work with your consent within that period, you lose your right to withdraw and you will still be liable to our legal charges. Notice of cancellation should be forthwith sent by post to the responsible fee earner named in our Client Care Letter.

However, if you have signed and returned our Client Care Letter, you would have authorised us to start working on your behalf immediately before seeing you and without having to wait for the 14 days cancellation period to expire. You would have waived your right to cancel under the above regulations.

#### **FORCE MAJEURE**

We will not accept any liability for any delay or failure to fulfil our obligations under this contract as a result of direct or indirect causes beyond our control. Such causes include but are not limited to fire, floods, acts of God, acts and regulations of any government or authority, war, riot, acts of terrorism, epidemic, pandemic, strikes, lockouts, failures by third party utility providers (including internet or third party server failure) and industrial disputes.

It is for you to check whether you have any insurance policy covering such eventuality and to rely on it. Our professional indemnity policy offers no protection to you.

#### **NON-CONTENTIOUS BUSINESS AGREEMENT, APPLICABLE LAW AND JURISDICTION**

The Terms constitutes our “non-contentious business agreement” with you for your instructions as summarised in our Client Care Letter. It is made in England and Wales and is governed and interpreted in accordance with English law. The English courts will have exclusive jurisdiction over any dispute which might arise out of it.

#### **THIRD PARTY RIGHTS**

Please note that no person or entity who is not a party to this Agreement will have any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any right under the above agreement.

#### **NOTICES AND COMMUNICATIONS**

We may contact you during the course of this agreement by any means, whether in writing, by telephone, post, fax, email, messages, texts or otherwise. For the purposes of this Agreement, any notice or communication which we send to you will be treated as received:

- (a) if delivered personally to your current or last known address, at the time of delivery; or
- (b) if sent by fax, email or message, at the time of transmission; or
- (c) if sent by post or recorded delivery, 48 hours after posting; or
- (d) if sent by airmail, 21 days after posting.

We do not accept service of any formal notice or communication by fax, email, text or message. Any formal notice or communication required to be given to us under or in connection with this agreement must be in writing, be delivered to us personally or be sent by pre-paid first class post or special delivery to our office and be signed for.



Any such formal notice or communication shall be validly served upon us only when we actually receive it.

(3)  
.....Dated:.....

**ENTIRE AGREEMENT**

The Agreement constitutes the entire agreement between us. You confirm that you have not entered into this agreement on the basis of any statement, representation (including any misrepresentation), warranty or other provision relating to the subject matter which is not expressly incorporated into this agreement, provided always that nothing shall operate to limit or exclude any liability for fraud.

(4)  
.....Dated:.....

**SEVERABILITY**

If any term or condition of this agreement is found by any court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, that provision shall, to the extent necessary, be severed and be ineffective but without affecting any other term of this agreement. You agree that we may substitute and rely upon effective provisions in a form as similar to the ineffective provisions as is possible without thereby rendering them illegal, invalid or unenforceable.

**NON WAIVER**

Any failure by Chung & Co to insist upon the strict performance of any term of this agreement, or any failure or delay by Chung & Co to exercise its rights or remedies, whether under this agreement or at law, shall not be or be deemed to be a waiver of any right which Chung & Co may have to insist upon the strict performance of the terms of this agreement or of any of its rights or remedies in respect of any default under the terms of this agreement.

**ALTERNATE ARRANGEMENTS**

We have arrangements in place for an alternate to deal with matters for you in the event of permanent incapacity or illness of our Mr Stephen Chung. This is to protect you if he cannot act for you. Where necessary, an alternate shall have access to all the information we hold in order for him to contact you, agree and continue with the work undertaken during his incapacity. You can choose to appoint an alternative solicitor at that stage if you wish. By signing this letter, you agree to the alternate having access to all the information and personal data we hold for you. The alternate will be bound by our privacy policy and the Terms.

**YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS**

Your further instructions in relation to any matter arising under this agreement will amount to an acceptance of these terms and conditions as applying to that matter. Please sign below to confirm your full understanding and acceptance of these terms and conditions, especially your waiver of right of cancellation and acceptance of our blanket policy, so that we have a clear record of the terms of our agreement and are able to proceed with your instructions.

**ACKNOWLEDGEMENT**

I/We acknowledge receipt of the Terms and the enclosed Client Care Letter. I/We confirm that I/we have read, understood and accepted them in full, including my/our waiver of right of cancellation and acceptance of your blanket policy. By signing the Terms, I/we request and authorise you to proceed /continue immediately with the work involved for me/us.

(1)  
.....Dated:.....

(2)  
.....Dated:.....