



# Terms and Conditions

This is intended as a general guide to the terms under which **Andrew Gordon & Co Licensed Conveyancers** will carry out your legal work. Andrew Gordon & Co Licensed Conveyancers is a trading name of Gordon Law Limited (Company Number 07948491) and our registered office is 183 Watling Street West, Towcester, Northamptonshire, NN12 6BX. We are regulated by the Council for Licensed Conveyancers (CLC) who periodically inspect us to ensure that we comply with their regulations. Our CLC Practice Licence Number is 11111.

Our Terms and Conditions are set out as follows: -

1. Our Service to You
2. Our Teams
3. Compliance
4. Fraud in Conveyancing Transactions
5. Confidentiality & Data Protection
6. Charges, Expenses and Commissions
7. Payment on Account
8. Storage of Papers & Documents
9. Termination
10. Communication & Complaints
11. Liability
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16. Our Expectations of You
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**Appendix A:** A Guide to Additional Charges

**Appendix B:** Cancellation Notice

Where these conditions refer to "the Firm", "Andrew Gordon & Co", "Andrew Gordon & Co Licensed Conveyancers", "we", "our" or "us" below, unless it mentions otherwise, it is referring to Gordon Law Limited. Where these conditions refer to "you" it is referring to the Client(s) who have signed this agreement.

## **1. OUR SERVICE TO YOU**

### **OUR ROLE IN YOUR TRANSACTION**

As Licensed Conveyancers we are specialist property lawyers, qualified to advise on conveyancing law only. Our advice will be given in relation to the transaction in which we have agreed to represent you. We do not carry out a physical inspection of the property.

Our advice is intended solely for you. We do not accept or assume responsibility to anyone other than the clients identified in our engagement letter. Unless we agree otherwise in writing, you must not share our advice with anyone else.

If you require advice on other legal or non-legal matters, such as any possible litigation arising from the transaction, the physical condition of a property and its connected services, or its market value, or on investment, tax and/or other financial matters, you should consult the appropriately qualified professionals such as a litigation lawyer, surveyor, accountant or financial advisor.

## ABOUT US

We are a High Street Practice and we place a considerable emphasis on providing a personal service to you. With this in mind, we would ask that you provide us with as much information as possible relating to your circumstances at the outset of the transaction. This will hopefully enable us to provide you with the advice you require and protect your interests.

Our Letter of Engagement will confirm the name of your Conveyancer and the support within their department. We will also provide details of their qualification and experience. We will also confirm the individual responsible for the overall supervision of your transaction (if applicable) and who supervises that person.

During the course of your transaction, we will endeavour to keep you fully advised of all developments on a regular basis, either by telephone, e-mail or letter with supporting documentation where appropriate. You are, of course, very welcome to contact your Conveyancing team for a progress report at any other time. We are happy to meet with you but would ask that you always make an appointment to ensure that you can be seen.

We will provide you with our own Guide as to the stages involved in buying and/or selling a property. In addition, the CLC have produced some guidance in relation to the home buying and selling process which you can access following the links below.

Home Buying Process: <https://www.clc-uk.org/consumers/home-buying-process/>

Home Selling Process: <https://www.clc-uk.org/consumers/home-selling-process/>

## FINANCIAL SERVICES AND TITLE INSURANCE

Andrew Gordon & Co are not authorised by the Financial Conduct Authority. However, we are included in the register maintained by the Financial Conduct Authority so that we can carry on Insurance Distribution Activities, which is broadly advising on, selling and administration of insurance contracts. This part of our business is regulated by the CLC and arrangements for complaints or redress if something goes wrong are subject to the jurisdiction of the Legal Ombudsman (<https://www.legalombudsman.org.uk>). The register can be accessed via the Financial Conduct Authority website at <https://register.fca.org.uk>

If it is necessary during the course of your conveyancing transaction for any defective title insurance to be put in place, note that we only arrange such insurance through a limited group of suppliers, and we are not contractually obliged to conduct Insurance Distribution Activity in this way. We will not put in place any such insurance without contacting you, and explaining to you the costs, and the reasons for doing so.

We will not give advice on the basis of a fair analysis of the market, and on request we will provide you with the list of insurance agents or companies that we deal with, and who we choose from. We do not own more than 10% of the voting rights or capital in any insurance company, either directly or indirectly. Likewise, no insurance company or its parent company owns more than 10% of the voting rights or capital in our firm

## ACTION YOU SHOULD TAKE

Before exchanging contracts to buy or take a lease of a property you should have an appropriate structural survey by a qualified surveyor and obtain any information recommended by the survey report. It is not part of our expertise to consider or comment on any non-legal aspects of a survey, or valuation reports. Our report to you will also recommend that you should take advice from your surveyor on any matters relating to physical changes to the property or environmental issues highlighted by the results of searches made or replies to enquiries received.

## THE TIMING OF YOUR TRANSACTION

Unfortunately, in many cases the timing of your transaction will very much depend on factors outside of your or our control and will be dependent on such matters as searches, surveys, mortgage valuations and offers and where applicable related transactions.

Subject to the factors referred to above we anticipate the average transaction will take 10 to 12 weeks where all parties progress with the same intent and without encountering unforeseen difficulties. However, whilst we will always endeavour to progress matters in accordance with your instructions, we would not recommend that you make arrangements which will incur you in cost until the position of all parties is much clearer.

Please note that we pride ourselves in the level of our service. If you are concerned with any aspect of this service which the person dealing with your transaction has been unable to satisfy, please see Section 9 of these Terms & Conditions.

## **2. OUR TEAMS**

**ANDREW GORDON** is the Managing Director and a Licensed Conveyancer with experience in bespoke conveyancing and land acquisition for development.

**ANNI WILLIAMS** is a Licensed Conveyancer with over seventeen years conveyancing experience and a great deal of knowledge relating to all residential property matters,

**BECCI LESTER** is a Conveyancer who joined Andrew Gordon & Co in 2016. Becci has experience of residential house sales and purchases and new build property conveyancing.

**BECKY COLLEDGE** is a Director and a Licensed Conveyancer with over seventeen years conveyancing experience and a great deal of knowledge relating to all residential property matters.

**BERNICE GORDON** is a Director with over thirty years of conveyancing experience and is responsible for our New Business Department dealing with all new enquiries and introducing our clients to their Conveyancer.

**DEBRA STIMSON** is a Conveyancer with over thirty years' experience and has been a valued member of Andrew Gordon & Co for over eighteen years. Debra specialises in freehold sales and purchases.

Please refer to our website for contact information for our Staff.

## **3. COMPLIANCE**

There are certain steps we must follow to ensure that your transaction can proceed. Please help us by giving us the information and documentation we ask for. We are unable to proceed with your transaction and will not be able to exchange contracts until this has been provided and all checks concluded.

We cannot accept any responsibility or liability for delays caused or loss suffered as a result of satisfactory information not being provided.

In addition to guides produced to assist you with buying and selling property, referred to above the CLC have also provided guides relating to the compliance steps we must take:

ID And Money Checks: <https://www.clc-uk.org/consumers/id-and-money-checks/>

### **PROOF OF IDENTITY:**

We confirm that as part of this process and to satisfy anti-money laundering regulations, we will need to verify your identity. We take steps to protect our Clients against fraud and with this in mind you will be asked to evidence your identity. This will preferably be by following an on-line identity check process (through a reputable company) or where this is not possible by providing original identity documents. We will provide you with details of our requirements in our initial communications with you. If you are receiving a financial gift to assist you in the purchase of a property your giftor will also be required to evidence their identity. If you have any concerns regarding our requirements, please feel free to contact this office.

### **PROOF OF FUNDS:**

In addition to obtaining evidence of your identity as described above, there are further requirements to ensure that we comply with legislation aimed at countering money laundering. Accordingly, if you will be providing funds for the transaction from your own resources there are financial checks we are required to make. We recommend that this information is provided via the onboarding Portal details of which we will provide to you. Please see our Purchase Guidance which will provide further details and note that should you prefer not to use the Portal additional charges will apply as detailed in these Terms.

### **PAYMENTS TO UK REGISTERED BANK ACCOUNTS:**

We are unable to make a payment(s) to a non-UK bank account. Please ensure that you hold a bank account registered within the UK before instructing us to proceed.

## **NON-UK DOMICILED:**

Please note that we are unable to represent any party residing outside of the UK or Company where any of the Directors are non-UK domiciled. If you do not reside within the UK or it is your intention to relocate outside of the UK during the course of your transaction, please advise us of this before returning your instructions.

## **4. FRAUD IN CONVEYANCING TRANSACTIONS**

We do expect the Conveyancers representing your Seller or Buyer to carry out appropriate verification of their Client's identity as referred to above.

As part of our work for you we will take steps to verify the other party's Conveyancer to ensure that they are legitimate and regulated by either the CLC or the Solicitors Regulation Authority (SRA). We attend to this by checking the practice's secure badge and/or appropriate registers.

When dealing with the purchase of a property we also ensure that the Seller's Conveyancer will comply with The Law Society Code for Completion by Post (2019). The purpose of such an enquiry is to ensure that by confirming their compliance with the Code, the Seller's Conveyancer is undertaking that they have authority from the true owner of the title to the property named in the contract to receive the purchase money and that such person is at the point of completion entitled to convey such title as the contract states will be conferred.

In addition, the Seller's Conveyancer will be deemed to have identified the proprietor of each mortgage, charge or other financial incumbrance to the extent necessary for our application to HM Land Registry.

By signing these terms, you are acknowledging that the responsibility of verifying the Seller's identity and to ensure that he/she/they are the genuine owner is with the Seller's Conveyancer and not this firm, subject to the steps referred to above.

## **5. CONFIDENTIALITY AND DATA PROTECTION**

Any information disclosed by you to us cannot be disclosed to a third party without your permission and we have a legal obligation to protect your information as set out in the Data Protection Act 2018 and the General Data Protection Regulation ((EU) 2016/679). By signing these Terms and Conditions you agree to your information being shared when relevant to do so. During the course of your transaction, it is likely that certain information will have to be disclosed to third parties, for example, if you ask us to recommend services to you, to verify your identity, to verify your source of funds and wealth, to administer your account through our online portal or should such action be required to conclude any work on your behalf (e.g. the submission of a Stamp Duty Land Tax Return). In such instances we will do so without further reference to you.

We may also use the information which you provide to us or is obtained through our dealings with you for the provision of our services. Such information may be given, on a confidential basis, to our staff, employees and agents.

We may also be asked on occasion to provide information where it is helpful to progress your transaction to a successful conclusion, for example, survey reports. We will only disclose such information after obtaining your consent to do so, or where we are under a professional obligation to disclose, or where the information is of a general or public nature.

During the course of a transaction, we will frequently receive telephone calls from estate agents, financial advisors and solicitors acting for third parties requesting information relating to the progress of your transaction. We have found from experience that providing general information can assist and unless you instruct us otherwise your acceptance of these terms and conditions will be deemed as your consent to provide this general information.

Confidentiality is of paramount importance and your file will not be disclosed to any other party save with your express consent. However, in complying with the requirements of the CLC we are required to allow them to carry out external audits of our systems (and files as appropriate) and to permit access to our files and Client Account for review by our financial auditor. Our files may also be called for review by our professional indemnity insurance provider as part of our insurance renewal and compliance with ongoing cover.

As a result of the above your file may be called for audit and we will therefore presume that you consent to this unless you specifically indicate to the contrary when signing this form.

The anti-money laundering guidance which UK banks and other financial services firms must adhere to is issued by the Joint Money Laundering Steering Group ('JMLSG'). The JMLSG considers all clients with funds deposited in a law firm's pooled client account to be beneficial owners of that account. The JMLSG does not require banks to routinely identify the beneficial owners of law firm's pooled accounts, as they do with most other accounts they issue. Pooled Client accounts are granted this exemption on the proviso that this information is available upon request. In the event of our bank requesting information about the beneficial owners of our pooled client account, we have a legal obligation to disclose any information we have gathered as part of our client due diligence to them.

Current legislation requires us to make a report to the National Crime Agency ("NCA") where we know or suspect that a transaction involves Money Laundering or Terrorist Financing. By instructing us to act on your behalf in accordance with these Terms and Conditions you give us irrevocable authority to make a disclosure to NCA if we consider it appropriate. You agree that this authority overrides any confidentiality or entitlement to legal professional privilege. We shall be unable to tell you if we have made a report. Similarly, we may be required to disclose material facts to a Lender and acceptance of these Terms and Conditions will be deemed as your consent for such disclosure.

Whilst your file with us remains current you agree that we may contact you by letter, telephone, e-mail or otherwise regarding our services and other matters connected with our business. We may record your telephone calls with the firm, and these may be used for training purposes. Please refer to our Privacy Policy on our Website.

Please note our wider obligations in respect of the information we hold is dealt with in other sections of these terms and our Privacy Policy.

## **6. CHARGES, EXPENSES AND COMMISSIONS**

We will provide you with a written estimate of our fees, disbursements, any other costs and VAT that are expected to apply to the work carried out for you. Our costs and fees estimate provided is based upon the known facts of your transaction at the time the estimate is given, an assessment according to the time we would expect the Conveyancer and his/her team to expend on your file and the level of care and attention required. It includes our professional fees, property searches, bank transfer fees, ID verification, mortgage lender fee, the completion and submission of a Stamp Duty Land Tax form and the amount of VAT to be applied at the prevailing rate as appropriate to your transaction. VAT will be applied at rate current at the 'tax point'. The tax point would normally be the date of our bill or the date of legal completion if this is earlier. Such costs will be detailed in your individual fees estimate. However, this shall be subject to review in the event of unforeseen developments and changes to any relevant taxes.

You will note from our initial estimate that in purchase transactions and in most cases, we undertake a personal Local Search for you, when available. This is in an effort to reduce the time to obtain a search result. In the event that you or your lender require a full search to be made with the appropriate authority, please advise us when returning these signed Terms and Conditions. The cost of a full search may be higher and your estimate will be adjusted accordingly.

In addition to the estimate provided, there may be disbursement costs payable to third parties. These will be advised in our estimate so far as we have knowledge of the same, at that time. VAT may be payable on some of these expenses.

Where your Mortgage Lender charges administration fees on a case-by-case basis these are confirmed and added to your financial statement.

There may be some occasion where we undertake work which would not be considered as part of the standard transaction. A guide to other additional charges which may apply is supplied at Appendix A.

Our fees estimate provides a limit on the charges and expenses to be incurred. This means that you must pay those incurred up to the agreed limit without our needing to refer to you. We will inform you if it appears that the limit may be exceeded and will not exceed such without first obtaining your consent.

Our fees will be collected with any outstanding disbursements prior to completion of your transaction.

We confirm that we are Conveyancing Panel Members of a number of organisations and such membership is intended to enhance the service and level of efficiency offered during the conveyancing process. Where this arrangement applies, we share a proportion of our fee with the introducing company. Please note that

the fees you pay to us will remain as confirmed in our estimate, subject to the comments above. Where such arrangements apply, your signed acceptance of these terms will constitute your authority for us to pay an amount up to £250.00 without further reference to you. Should additional payments apply we will of course let you know and confirm this to you in writing.

Our invoice is payable upon receipt and by signing these terms and conditions you agree that we deduct our fee from any money we hold on completion of your transactions, such as the proceeds of sale.

If you are unable to proceed with your transaction, whether this be as a result of a decision made by you or another party or a change in your circumstances, we will carry out a review of your file, calculate our costs based on work carried out to that date and any disbursements already incurred and provide you with a financial statement. We do not operate a "no sale no fee" service. Please note that where a file has been opened and our initial due diligence has been completed there will be a minimum charge of £200.00 plus VAT. Payment will be required within 28 days of our statement of account. Please note that interest will be charged on any invoiced amount unpaid for 28 days or more at 4% above the Bank of England Base Rate. If our invoice does not exceed the amount remaining on account, by signing these terms and conditions you authorise payment of our invoice to be taken from these monies.

## **7. PAYMENT ON ACCOUNT**

In accordance with normal practice, you will be required to make a payment on account of anticipated costs and disbursements and we cannot undertake any work or commit ourselves to any expenditure on your behalf unless we have received such payment. This initial payment should be regarded as a "float" and we will not pursue your case unless this sum remains in credit to your account.

Our method of payment will be by way of a direct payment to our Client Account either by a transfer from your Bank account or by way of an on-line payment using a debit or credit card. Our Bank details will be provided to you in writing or you may contact the office by telephone for this information.

Please do not process a payment to this firm until such time as you have accepted, signed and returned these Terms and Conditions.

We are no longer able to accept payment by cheque.

**Please note that we will not email our Bank details to you at any stage during the course of the transaction and we are not able receive payment by cheque or by cash.**

We confirm that funds received from clients are held in our Client Account until such time as they are required to be paid out to any third party in accordance with your instructions or to meet agreed costs and disbursements. The CLC's Accounts Rules requires interest to be payable on money received from you, or on your behalf, unless you agree otherwise. By accepting these Terms and Conditions you confirm your consent not to account to you for any interest that accrues, or ought to accrue, on money received from you or on your behalf unless such funds are held in a designated deposit account.

We confirm that if you require a designated deposit account to be opened with any money that we hold on your behalf, we shall require your written instructions to do so. Please note that this will involve administration charges and our initial fee for arranging the account will be £250.00 plus VAT. This fee will not include any additional correspondence or negotiations regarding the deposit account, nor any bank reconciliation charges and you will be advised should these apply. For any work we undertake in respect of such accounts, you will be advised of the hourly rate applicable which is set on an annual basis. Subject to the deduction for any such charges, interest accruing on a designated deposit account will be credited to your client account balance with us.

## **8. STORAGE OF PAPERS AND DOCUMENTS**

We may deal with your transaction as either a paper file or an electronic file. Where a paper file has been opened, we will keep your file of papers (except those which you ask to be returned to you) for a minimum period of 6 years. We will thereafter destroy files in accordance with the regulations of the CLC and by signing these terms you are agreeing to the same.

By signing these Terms and Conditions you agree that we may convert your closed paper file to a permanent electronic archival record after completion.

During the course of your transaction, you will be provided with copies of all relevant correspondence and we recommend that you retain these for future use and reference.

If you ask us to retrieve your paper file (if applicable) at any time prior to its destruction a fee of £75.00 plus VAT will be charged (reviewable from time to time in line with changes in the retail price index). We may also make a charge based on time spent for producing stored papers or documents to you, or another at your request and for our time in dealing with correspondence or other work necessary to comply with the instructions given by you or on your behalf.

We shall be entitled to keep all papers and documents relating to your transaction while there is money owing to us for our charges and expenses.

Please see our Privacy Policy for further information as to how we store and manage your personal data.

## **9. TERMINATION - CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013 ("The Regulations")**

In accordance with the above Regulations, when you have accepted our estimate and signed our Terms and Conditions at a distance (i.e., not at our offices) you have the right to cancel your agreement with Andrew Gordon & Co for us to provide conveyancing services to you within fourteen calendar days of signing.

Should you wish to exercise this right to cancel our services within this period, please send your cancellation notice (see Appendix B) by post or email to: -

✉ Andrew Gordon & Co, 183 Watling Street West, Towcester, Northamptonshire, NN12 6BX  
💻 [info@gordonlaw.co.uk](mailto:info@gordonlaw.co.uk)

You are advised to take a copy of the cancellation notice before returning it to us and to obtain proof of posting. Notice of cancellation is deemed to be served as soon as it is posted or sent to us or, in the case of email, from the day it is sent to us. If you cancel this contract, we will repay to you all payments received from you. We will make the repayment without any undue delay and not later than fourteen days from the day on which you tell us that you have decided to cancel this contract. We will make the payment using BACS transfer. We will not charge you for making the repayment.

### **WORK COMMENCING PRIOR TO THE EXPIRY OF THE CANCELLATION PERIOD**

Alternatively, if you would like us to commence work before the 14-day cancellation period expires and therefore incur charges, please note the Declaration below before the signature section. This provides that you wish to waive the cancellation provisions of the Regulations and to demonstrate your understanding that if you do then decide to cancel within 14 days, reasonable payment may be due for work carried out up to the point of cancellation.

In addition to any right to cancel our agreement within 14 days (please refer to Appendix B), you may terminate your instructions to us in writing at any time, but 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 consider it appropriate to stop acting for you, for example, if you cannot give clear or proper instructions on how we are to proceed, or if it is clear that you have lost confidence in how we are carrying out your work.

We may decide to stop acting for you only with good reason, for example, if you will not provide us with clear instructions or you are unable to provide sufficient documentation for compliance purposes. We must give you reasonable notice that we will stop acting for you.

If you or we decide that we will no longer act for you, you will pay our charges on an hourly basis to the point of termination together with expenses as set out earlier.

## **10. COMMUNICATION AND COMPLAINTS**

For convenience and speed, we will correspond with you by email and rely on communications coming from your email account. However, email is inherently insecure. We are not responsible for loss or damage caused by email use, provided we have taken reasonable security measures, including against viruses or similar

harmful items. You can ask us not to use email. In any event, we will not accept any emailed instructions from you to alter your banking details or instructions on where money should be sent without separately verifying the instructions with you.

Our filtering software may prevent us receiving emails from you or in relation to your matter and we are not responsible to you for losses resulting from this.

We are normally open between 9.00 am and 5.00 pm Monday to Friday, except for bank holidays. Our staff may sometimes respond to communications and work outside of our normal office hours, but this is at our discretion, and we ask you to respect that there will be times when we are not available.

We may give advice and information to and act on instructions from any of the individuals to whom our engagement letter is addressed without the need to copy such advice to, or to confirm such instructions with, the other(s). You can let us know in writing that we are authorised to deal with someone else on your behalf in this way. For organisations, rather than individuals, we can ask for a formal resolution confirming who can instruct us.

We are confident of providing a high-quality service in all respects. However, if you have any queries or concerns about our service, please raise them in the first instance with the person who is dealing with your transaction. If this is not appropriate, please direct your enquiry to our Practice Manager, Aimee Chester.

✉ Andrew Gordon & Co 183 Watling Street West, Towcester, Northamptonshire NN12 6BX  
☎ 01327 354456  
📧 [info@gordonlaw.co.uk](mailto:info@gordonlaw.co.uk)

We will accept complaints in person (by prior appointment), by telephone, email or in letter format. If a verbal complaint is made, we will write to you outlining our understanding of your complaint and would ask you to respond as quickly as possible if there has been any misunderstanding.

All complaints will be acknowledged within seven days of receipt. If we are unable to fully respond at that time, we will advise you as to how the matter will be investigated and when you should expect to hear from us. We will always endeavour to deal with your complaint within twenty-eight days and as quickly as possible. The assessment of your complaint will be based upon a sufficient and fair investigation.

Where a complaint is upheld, we will offer remedial action or redress and action the same promptly.

If you remain dissatisfied with our response or the way in which your complaint has been handled, please let us know in writing. We will arrange for a Director within this firm to review the complaint for you. In these circumstances you will be advised of the outcome within twenty-eight days of your written request. Thereafter, if the matter has still not been resolved to your satisfaction you may refer your complaint to the Legal Ombudsman: -

✉ PO Box 6167, Slough, SL1 0EH  
☎ 0300 555 0333  
📧 [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

Normally, a complaint can only be referred to the Legal Ombudsman if the complaint has not yet been resolved to your satisfaction within eight weeks of your complaint being made to us. Ordinarily you must make any complaint to the Legal Ombudsman within six months of the date of our final written response to your complaint and no later than one year from the date of the act or omission being complained about; or one year from the date the complainant should have realised there was a cause for complaint. The Ombudsman deals with service-related complaints; any conduct related complaints will be referred to the Council for Licensed Conveyancers.

Full details of the complaint's procedure followed by the Ombudsman can be viewed on their website.  
[How To Complain | Legal Ombudsman](#)

All firms of Licensed Conveyancers must attempt to resolve problems that arise with their services. It is therefore important that you raise any concerns you may have with us at the earliest opportunity. We value your instructions and would not wish to think you have reason to be dissatisfied with our service.

For further information regarding this you may wish to visit the Council for Licensed Conveyancers website [www.clc-uk.org/consumers/reporting-problems](http://www.clc-uk.org/consumers/reporting-problems). Alternatively, their postal address is:



✉ Council for Licensed Conveyancers, WeWork, 120 Moorgate, London, EC2M 6UR

If you make a valid claim against us for a loss arising out of work for which we are legally responsible and we are unable to meet our liability to you in full, you may be entitled to claim from the Compensation Fund administered by the Council for Licensed Conveyancers. Further details may be obtained from their website.

In order to comply with the EU Directive on Consumer Alternative Dispute Resolution ("ADR"), we must also inform you that certified alternative dispute resolution services are available from complaints bodies, such as Small Claims Mediation, which are able to deal with complaints about legal services should both you and ourselves wish to use such a scheme.

☎ 0300 123 4593

✉ [scmreferrals@hmcts.gsi.gov.uk](mailto:scmreferrals@hmcts.gsi.gov.uk)

Andrew Gordon and Co believes that the Legal Ombudsman offers our clients the most appropriate forum to seek resolution of their concerns. Therefore, we have not adopted an alternative ADR procedure and do not agree to use another ADR organisation.

## **11. LIABILITY**

We will use reasonable skill and care in the provision of our services. Where we make an assessment for you, either expressly or by implication, of the likely level of risk associated with different potential courses of action, you accept that such assessment is made relying only upon the information and documents then available to us and cannot, therefore, be definitive.

Accordingly, such an assessment should only be used as one element in the making of any practical or commercial decision. You accept that the magnitude or acceptability of a risk is a matter for you.

The aggregate liability of Gordon Law Limited and of all trading names, Directors, consultants to and employees and agents of the Firm and any service company owned or controlled by or on behalf of any of the Firm or the Directors in any circumstances whatsoever, whether in contract, tort, under statute or otherwise and howsoever caused (including but not limited to our negligence or non-performance), for loss or damage arising from or in connection with our Services provided shall, in relation to each Matter, be limited to the sum, unless otherwise agreed, of two million pounds (£2,000,000.00).

Our services are provided to and for the benefit of you as our client and you alone. No other person may use or rely upon our Services nor derive any rights or benefits from them. The provisions of the Contracts (Rights of Third Parties) Act 1999 are to that extent excluded.

The Firm alone will provide our Services and you agree that you will not bring any claim whether in contract, tort, under statute or otherwise against any Director, or any consultant to, or employee or agent of the Firm or any service company owned or controlled by or on behalf of any of the Directors and those Directors, consultants, employees and agents shall be entitled to rely on the terms of this agreement insofar as they limit their liability.

Our services are provided in accordance with professional practice requirements and the proper interpretation of the law, as each exists on the date on which the relevant service is provided. If there is any change in such requirements or the law, or their interpretation, after the matter (and each and every matter we deal with on your behalf) has been concluded (or before that time but which could not reasonably be known by us at that time), we have no responsibility to notify you of, or of the consequences of, the change.

We shall communicate with you at the postal and email addresses and the telephone and fax numbers which you publish unless you ask us to use other addresses and numbers. You will notify us if you regard any communications from us as particularly confidential and the means by which you require us to make such communications and we shall have no liability to you arising out of your failure so to notify us.

Subject to any notification you may make to us under the previous paragraph, we shall not be required to encrypt, password-protect, or digitally sign any email, or attachment, sent by us. We shall not be responsible for any loss or damage arising from the unauthorised interception, re-direction, copying or reading of e-mails, including any attachments. We shall not be responsible for the effect on any hardware or software (or any loss or damage arising from any such effect) of any e-mails or attachment which may be transmitted by us (save to the extent caused by our negligence or wilful default).

We will try to meet any deadline we agree with you for the performance of our Services but, unless we agree otherwise in writing in relation to any time, date or period for delivery or performance by us, time shall not be of the essence.

## **12. PROPORTIONATE LIABILITY**

If you accept or have accepted any express exclusion and/or limitation of liability from any of your other professional advisers, our total liability to you arising out of our services will not exceed the net aggregate of the amount for which we would otherwise have been liable after deducting any amount which we would have been entitled to recover from such adviser as a matter of law whether pursuant to statute or otherwise, but are prevented from doing so as a result of any such exclusion and/or limitation of liability.

## **13. EXCLUSION**

We shall not be liable for: -

- any loss, damage, cost or expense arising from any breach by you of your agreement with us or any act or omission of any other person.
- any advice or document subject to the laws of a jurisdiction outside England.
- any advice or opinion given to you by any third party (whether nominated or recommended by us).

## **14. LOSS OF PROFIT**

We shall not be liable for any indirect loss or damage or any loss of profit, income, production or accruals arising in any circumstances whatsoever, whether in contract, tort, under statute or otherwise and howsoever caused (including but not limited to our negligence or non-performance).

## **15. EXEMPTIONS**

Nothing in this agreement exempts us from liability arising from our fraud or reckless disregard of our professional obligations; or from our negligence resulting in death or personal injury; or where, in the case of a contentious business agreement, law or regulation prohibits the exclusion of such liability.

## **16. OUR EXPECTATIONS OF YOU**

To help the transaction go smoothly and to avoid causing additional work and therefore expense, by signing these terms you also agree to:

- provide us with your correct full name and other personal details from the start of the transaction.
- advise us on your requirements in writing and to tell us immediately if there are any significant changes to those requirements, however caused.
- respond promptly in writing to any request by us for instructions from you on any point.
- us communicating with you or third parties by whatever method that we may prefer, including e-mail or SMS.
- authorise us to incur the costs and search fees (including repeat searches) that we consider necessary, in our professional judgement, to protect your interests, or those of your mortgage lender (if applicable).
- authorise disclosure of your information and instructions to your intended mortgage lender, if that lender also uses us to carry out legal work in connection with your mortgage (if applicable).
- provide us with proof of your identity and the source of your finance and any other proof required by The Money Laundering and Terrorist Financing (Amendment) Regulations 2019 ('the MLR').
- that any money due to you will be paid as a single CHAPS/BACS payment. Any alternative arrangement must comply with the MLR and should be requested in writing and signed by you (if more than one client, by all of you). This may involve additional work and hence cost.
- not to contact us to request progress reports more frequently than is reasonable or necessary; and generally, to co-operate with us and to recognise that failure to comply with these terms may cause additional work for us and cost to you.
- to verify any change of our payment details received by email. If you are told about any change of our bank details by email, even if it appears to be from our firm, you must immediately telephone our office using a trusted telephone number (such as that listed on our website).