

ConveyancingHome Limited is regulated by The Council for Licensed Conveyancers, you can access their professional rules at [www.conveyancer.org.uk](http://www.conveyancer.org.uk)

By the rules of professional practice, licensed conveyancers must inform their clients in writing of their terms of business when they agree to act for you. The following are our terms of business which are intended to be fair and reasonable to both of us. They are the only terms on which we will contract with you.

These terms assist both the conveyancer and their client by making it clear from the outset what each can expect in various circumstances. Please read them carefully. When you sign your sale and/or purchase questionnaire you are confirming that you agree with these terms of business. In the rest of this document, ConveyancingHome Limited is described as 'we', 'our' and 'us' and you, our client, are described as 'you' and 'your'. 'Transaction' means your residential sale and/or purchase, whichever is applicable.

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### 1. Our professional services

1.1 We aim to provide you with a friendly, efficient and effective service and the best information possible about your transaction. We are committed to the very best in customer service.

1.2 The service that we shall perform for you is the conveyancing work undertaken in connection with your transaction. The scope of our work extends solely to our conveyancing service. Our service will not extend to advice

on tax, financial matters, structural condition or other surveys or inspections. We do not advise on environmental matters. We may carry out an environmental search, but we are not qualified to advise on the results. If you have any queries or concerns on environmental matters or on the result of any surveys and inspections or searches carried out on the property, you should refer your query to a suitably qualified surveyor. The service will also not include the giving of any advice on the rectification or improvement of the title of your property. If you require us to undertake title rectification work, we will confirm this under separate terms of business.

1.3 We will update you at key stages in your transaction.

1.4 If you feel that the level of service provided falls below what you would expect of a professional firm you should raise this with us. Our complaints procedure is outlined in paragraph 13 of these terms of business.

1.5 You may end your instructions to us in writing at any time, but we can keep all your papers and documents while there is still money owing to us for fees and disbursements. We may decide to stop acting for you only with good reason, e.g., if there is a conflict of interest. We must give you reasonable notice that we will stop acting for you.

1.6 Conflict of Interest. WE endeavour to avoid situations of conflict and ensure that a client's interests are not compromised. We will advise you if we become aware that an issue of conflict exists. If you should be concerned about such an issue, then please immediately refer your concern to the person dealing with your case. We assure you that we will always act independently and in your best interests as our client. In conveyancing cases please note that we may be asked to act for you as a buyer and for your lender. We have a duty to both and those duties could possibly conflict in limited circumstances and exceptionally this could lead to us being unable to continue acting for either party. Money Laundering Regulations can also give rise to matters of conflict and lead to us being unable to continue acting in some exceptional circumstances.

1.7 In our experience we estimate that a sale or purchase case can take between 6 to 8 weeks, but this time scale cannot be guaranteed, although we do our best to complete your matter(s) as soon as possible.

1.8 We do not accept funds from third parties (other than mortgagees) and should such funds be received directly into our bank account they will be returned with our standard TT charge being deducted from the payment before return. There may be a delay in returning these funds depending on the information available and banking procedures.

### 2. Referrals from third party introducers

2.1 Some of our instructions come from third party introducers. If this is the case, you are entitled, even at this stage, to instruct any other conveyancer or solicitor that you choose.

2.2 If we have a financial arrangement with a third party introducer this will be disclosed on the client care letter.

2.3 Our professional duty is not affected by the terms of any third party referral and we confirm:

2.3.1 Any advice given to you by us will be independent and you are free to raise questions on all aspects of the transaction with us; and

2.3.2 Any information disclosed by you to us will not be disclosed to the introducer unless you consent.

2.4 If we have not met you in person (instructions and signing of the documentation is taking place by mail), under

the terms of the Consumer Protection (Distance Selling) Regulations 2000, you have the right to cancel instructions without any cost to you within 14 calendar days of receipt of this letter. You can cancel your instructions by contacting us by post, fax or email to this office. However, by signing and returning the enclosed questionnaire, you are agreeing that we can start work straight away before the end of the cancellation period and expend your funds paid on account of disbursements. The Regulations normally apply to the provision of services within 30 days so we also need to draw your attention to the fact that it frequently takes longer to complete a conveyance, particularly where a chain is involved

2.5 As our client satisfaction surveys may be undertaken by telephone or electronically, by both ourselves and third parties, you as the client(s) confirm that ConveyancingHome Limited, their contractors and if applicable the recommender/introducer related to your file may use/disclose to us your personal information, including any comments/responses provided by you in client satisfaction surveys (whether completed by us or third parties) in order to enable both ConveyancingHome Limited and the recommender/introducer to perform quality checks and monitor the service provided.

### 3. Fees and expenses

3.1 We are registered for Value Added Tax (VAT) Reg. 439601292 and will add VAT at the appropriate rate. The rate that will be applied will be the current rate at what is known as the 'tax point'. The tax point will be the date of our bill.

3.2 We will provide you with a written estimate of the fees, expenses and any other costs and, if applicable, VAT that we expect to charge or pay out on your behalf. This is described as a 'summary of fees'.

3.3 The expenses incurred in a transaction are often referred to as 'disbursements'. These are payments that we expect to make on your behalf during the transaction and are itemised on your summary of fees. Any disbursement paid on your behalf prior to cancellation must be paid in full.

3.4 If there are any additional payments required in connection with the transaction that we did not inform you about on the summary of fees we will inform you as soon as we are able. Under no circumstances will we incur additional expenditure on your behalf without informing you.

3.5 We will request a payment on account from you which will cover all the standard services we would expect to carry out on your behalf. Occasionally we may need to commission additional searches, or, in the case of leasehold property, we may need to obtain additional information from the landlord. If we do this, we may request an additional payment from you. We will not commission such searches or information until we receive your consent and payment.

3.6 Under the Stamp Duty Land Tax (SDLT) laws, a property buyer is responsible for completion and submission of a Land Transaction Return and the payment of any SDLT. We will undertake this work for you and deal with any subsequent enquiries. We can deal with this on your behalf as your 'tax agent'. If we undertake this work for you we will charge up to £95.00 plus VAT for it.

3.7 If we find there is a defect in any of the legal documentation, we will report to you. We will advise you as to our costs to repair the defect or advise if it is appropriate to arrange an indemnity insurance policy on your behalf. We will charge a fee of up to £75.00 plus VAT for this service.

We will not undertake this work without obtaining your authority to do so first.

3.8 Please note we will not carry out our search service or title information service until we receive your payment for this work.

3.9 We will inform you in writing if we expect to pay or receive a commission or other benefit due to the introduction of any business relating to your transaction. In accepting these terms, You give us consent to pay or retain such commission.

3.10 We are not required to open any special deposit account for any client monies held by us. We will not account to you for any interest that accrues, or ought to accrue, on money received by us on your behalf unless the sum is over £50000 and has been held by us for more than 12 weeks. In this situation we will pay 0.5% below the Bank of England Base Rate per annum for the period that the money has been held by us. In accepting these terms you agree in writing to this arrangement.

3.11 We require that our fees, VAT and any outstanding disbursements are settled before your transaction completes. We may refuse to complete the matter if any money is outstanding at completion. If your transaction involves a sale, then we may agree to deduct our fees from any amount due to you on completion.

3.12 The fees that we have estimated are a genuine estimate based on the standard work undertaken in your transaction. If the matter proves to be more complicated or involves extra work, we reserve the right to charge extra fees to cover our work in this regard. We will not incur any such extra expense without informing you first.

3.13 We reserve the right to deduct from any money which we receive and to which you are or will be entitled, all or any part of the amounts owing to us by you in respect of fees and expenses incurred on your behalf.

3.14 We are required by our professional rules to ensure that any payments made on your behalf are from funds supplied by you which have cleared through the banking system prior to payment. If we do not have cleared funds for any payment required from you on the day of completion, we are not obliged to complete your transaction.

3.15 We accept payment of our fees and disbursements by credit or debit card.

3.16 Please note we do not accept cheques or banker's drafts.

3.17 Please note we do not accept cash.

3.18 If a telegraphic transfer fee is shown in the costs estimate then we will charge you the amount quoted for each telegraphic transfer you ask us to send on your behalf from which we will pay the firm's banker's fees.

3.19 If an identification fee is shown in the costs estimate then we will charge you the amount quoted from which we will pay our online ID supplier up to £15.00 plus VAT and retain any balance.

3.20 Any cash back received from your lender will be taken into account on your completion statement to use against our costs & disbursements. If you do not want us to do this you must let us know

3.22 Sometimes conveyancing work involves investment. We are not authorised by the Financial Conduct Authority(FCA) and so may refer you to someone who is authorised to provide any necessary advice. However, we can provide certain limited services in relation to

investments, provided they are closely linked with the legal services we are providing to you and as we are regulated by the Council for Licensed Conveyancers (CLC).

If you have any problem with the service we have provided for you then please let us know. We will try to resolve your problem quickly and operate an internal complaint handling system to help us to resolve the problem between ourselves.

If you are unhappy with our response you should raise the matter with the Legal Ombudsman contact details are: Legal Ombudsman, PO Box 6806 Wolverhampton WV1 9WJ Tel: 0300 555 0333 Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) or visit [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

Both the CLC and the Legal Ombudsman will expect you to allow us to consider and respond to your complaint in accordance with the procedure set out above. If still unresolved at this stage, you may take your complaint to the Legal Ombudsman. Normally, you will have to bring your complaint to the Legal Ombudsman within 6 months of receiving a final response from us about your complaint and 6 years from the date of the act or omission giving rise to the complaint or alternatively 3 years from the date you should reasonably have known there are grounds for complaint (if the act/omission took place before 6 October 2010 or was more than 6 years ago).

3.23 We are not authorised by the Financial Conduct Authority (FCA) [www.fca.org.uk](http://www.fca.org.uk), however, we are included on the register maintained by the FCA 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 is something goes wrong is regulated by the Council for Licensed Conveyancers (CLC).

#### 4. Mortgage lenders

4.1 If you need a mortgage, you will have to sign your lender's mortgage deed and, depending on your lender, possibly other documents too. We will explain these to you and your liabilities under them. However, it is your responsibility, before exchanging contracts, to comply with the terms and conditions in the mortgage lender's letter of offer. In particular, you should be aware of how much money can be deducted, withheld or may become due in penalties or interest in the event of early repayment. If you have difficulty understanding the terms of your mortgage offer you should ask us to explain them. Otherwise, it will be assumed that you understand and accept the lender's offer.

4.2 All mortgage lenders need specific work done for them, in either granting or repaying a mortgage. We have already given you an estimate for dealing with the work involved in the sale and/or purchase involving one mortgage and will not charge you further for dealing with such issues.

4.3 If we are required to discharge second or subsequent mortgages on sale or remortgage we will charge you up to £125.00 plus VAT for dealing with each subsequent lender.

4.4 If your mortgage lender chooses a different firm to do this legal work, it is standard practice for the lender to require you to pay that firm's charges. These charges are entirely separate from ours and are outside of our control. We will let you know if your lender chooses to engage a separate conveyancer to undertake this work. This is unusual.

4.5 If we are instructed on a purchase and we are also acting for your proposed lender, we have a duty to fully

reveal to your lender all relevant facts about the purchase and the mortgage. This includes any differences between your mortgage application and information we receive during the transaction, any cash back payments of discount schemes that a seller is giving to you.

#### 5. Time needed for legal completion

5.1 We recommend that you allow five working days between exchange and completion. This is the minimum amount of time that your lender will allow us to report to them and request mortgage funds.

5.2 If you instruct us to complete your transaction with less than five working days between exchange and completion we will endeavour to assist you but please note we will be relying on the performance of other third parties who may not co-operate.

#### 6. Non-legal advice

6.1 A conveyancer is a specialist property lawyer, qualified to advise on property law. You should consult appropriately qualified professionals for advice on non-legal matters, such as the physical condition of a property and its connected services, market value or investment or financial matters.

6.2 If you are purchasing a property, we strongly recommend that you have a survey (of an appropriate type) by a qualified surveyor, and obtain any further information recommended by the survey report. It is not part of our work to consider or comment on any non-legal aspects of the survey or valuation report.

#### 7. Liability

##### 7.1 Duty of care

We will use all reasonable skill and care in the provision of our services.

##### 7.2 Current law

Our services are provided in accordance with:

7.2.1 Our understanding of current professional practice and guidelines; and

7.2.2 The proper interpretation of the law, court decisions and regulations in existence on the date on which advice is provided.

It is possible that changes in the law and its interpretation may occur before our advice is acted upon. We cannot accept responsibility for any changes in the law or its interpretation which occurs subsequent to our advice being delivered to you or which could not reasonably be known by us at that time.

##### 7.3 Exclusion and limitation of liability

Our services are provided to and for the benefit of you as our client and you alone. We accept liability to you, and you alone. Neither we nor any of our staff shall be liable to any other person because of you communicating our advice to them. You agree that you will not communicate our advice to any other person without our written consent. You agree that you will indemnify us and each of our staff against any liability incurred in any action brought against us and/or our staff as a result of you communicating our advice to any other person without our consent.

We recognise that, if you suffer loss as a result of any act or omission by us and/or our staff, we may incur liability to you. Our liability to you arising from our deliberate fraud or

reckless disregard of our professional obligations shall not be restricted by any provision in the contract between us nor shall anything in the contract exclude our liability to the extent prohibited by law or regulation in the case of a contentious business agreement. With those exceptions, our liability and that of our staff shall be subject to the following:

7.3.1 neither we nor any of our staff shall be liable in any circumstances for any loss, damage, cost or expense arising from any dishonest, deliberate or reckless misstatement, concealment or other conduct on the part of any other person.

7.3.2 Neither we nor any of our staff shall be liable for any indirect or consequential loss or damage suffered by you arising from or in connection with the services.

7.3.3 neither we nor any of our staff shall be liable for any loss, damage, cost, expense or delay suffered by you arising from or in connection with any communication by them under the provisions of The Proceeds of Crime Act 2002 and/or The Money Laundering Regulations 2007.

7.3.4 The aggregate liability of us and our staff in any circumstances whatsoever, whether in contract, tort, statute or otherwise, and howsoever caused (including our negligence), for loss or damage arising from or in connection with the Services shall be limited to the sum specified in the contract, or, if no sum is specified, the sum of £2,000,000.

7.3.5 without prejudice to the earlier provisions of this clause, you agree that we alone will be responsible for the provision of the services and that you will not bring any claim in respect of or in connection with the services (whether in contract, tort, under statute, or otherwise) against any of our staff.

#### 10. Indemnity insurance

10.1 We have a legal duty to tell you about our professional insurance. We have an obligation to carry such insurance and our qualifying insurers are: CHUBB GLOBAL MARKETS, LIRMA A2203. Our insurance No is B0621PCONV007123. The insurance covers our practice carried on from our offices in England & Wales and will extend to acts or omissions in England & Wales. We draw your attention to the limitation of our liability which is £2 million for advice given under English Law.

10.2 If it proves necessary during the course of your conveyancing transaction for any defective title or other general insurance to be put in place, we must inform you that our policy is to conduct business with a range of insurers. We receive no commission for doing so. Whilst we do regularly monitor and review such providers we do not necessarily source the lowest premium quotation on any individual transaction. Whilst we do believe that the premiums quoted by the companies we use are competitive, we do source cover through our preferred suppliers for ease of administration and do not, in each case, necessarily compare their rates with other providers.

10.3 Whenever we recognise the need to protect the interests of either you or your mortgage lender (if any) we will supply you with the required 'Demands and Needs Statement'. This will detail our assessment of your needs and will explain the essential terms and any drawbacks. Where it is necessary to put any such insurance in place, we will make a charge to you for this additional service as detailed in paragraph 3 of these terms of business.

#### 11. Use of your information

11.1 Everything you tell us about your affairs is treated by us as confidential except to the extent that you instruct us

to disclose information or where we are compelled to disclose it by law. We may verify your details for fraud prevention purposes (including in satisfaction of our money laundering obligations) and, like other legal and financial organisations, we are legally obliged to report suspicious transactions to the National Crime Agency (NCA).

11.2 If you fail to provide any relevant documentation requested to ensure we meet regulatory obligations, we will not be held responsible for any delay in the completion of your transaction. Should we consider it appropriate to report a suspicious transaction we will not be obliged to complete it without the consent of NCA and will not have any liability for any subsequent delay.

11.3 From time to time we may be called upon to demonstrate our maintenance of certain professional standards as set by appropriate authorities and/or to satisfy our auditors and/or to comply with other statutory requirements. Unless you notify us to the contrary, we will assume that we have your authority to produce your file for that purpose as an exception to our duty of confidentiality.

11.4 This data protection statement sets out how ConveyancingHome Limited ("CHL", "we") will use your personal data. Personal data is data which by itself or with other data available can be used to identify you (the client, "you", "your"). CHL is the data controller. If you have any questions or concerns about how your personal data is being used, you can contact CHL's Data Protection Officer (DPO) by letter at Caledonia House, Lawnswood Business Park, Redvers Close, Leeds LS16 2JT or by email [dpo@conveyancinghome.co.uk](mailto:dpo@conveyancinghome.co.uk)

Where CHL is acting for two or more people in a transaction, this data protection statement applies to each person separately. Where we are not acting directly for the registered proprietor, for example an executor or an attorney, this statement will apply both equally to all lawful representatives who have instructed us and the individuals named on the title.

#### The types of personal data we collect and use

Whether or not you instruct CHL and become a client, CHL will use your personal data for the reasons set out below. If you become a client CHL will use it to manage the conveyancing transaction provided to you. CHL will collect most of the data directly from you. Sources of personal data collected indirectly are also mentioned in this statement. The personal data collected may include:

- Full name and personal details including contact information (e.g., work and home address and address history, work and personal email addresses, home, work and mobile telephone numbers);
- Date of birth (for identity purposes and to ensure you are of an age to purchase a property in the UK);
- National Insurance Number and Passport number for identity and Land Tax obligations
- Financial details (e.g., sources of income, evidence of source and proof of funds and details of banks accounts held by you);
- Records of the services you have obtained or applied for, how you use them and the relevant technology used to access or manage them (e.g., mobile phone location data, IP address, MAC address);
- Information from fraud prevention agencies, credit reference agencies, electoral roll, court records of debt judgements and bankruptcies and other publicly available sources;

- Family, lifestyle or social circumstances if relevant to the transaction (e.g., number of adult occupiers);
- Employment details/employment status for anti-money laundering and fraud prevention purposes.
- Personal data about others. You must have their authority to provide their personal data to CHL and share this data protection statement with them beforehand.

#### Providing your personal data

You must provide your personal data to enable CHL to carry out the conveyancing transaction. CHL will tell you if providing some personal data is optional, including asking for your consent to process it, in all other cases.

#### Monitoring of communications

Subject to applicable laws, CHL may monitor and record your calls, emails, text messages, social media messages and other communications in relation to your dealings with us. CHL will do this for regulatory compliance, self-regulatory practices, crime prevention and detection, to protect the security of our communication systems and procedures, to check for obscene or profane content, for quality control and staff training. CHL also monitors activities on your file where necessary for these reasons and this is justified by CHL's legitimate interests and legal obligations.

#### Using your personal data: the legal basis and purposes

CHL processes your personal data for the following reasons:

1. As necessary to perform its contract with you for the relevant conveyancing transaction:
  - a) To take steps at your request prior to entering it.
  - b) To allow you to decide whether to enter into it.
  - c) To manage and perform that contract.
  - d) To update your records; and
  - e) To trace your whereabouts and to contact you about any post completion matters that may arise and to recover debt or return monies to you.
2. As necessary for CHL's own legitimate interests or those of other persons and organisations, for example:
  - a) For good governance, accounting and managing and auditing of our business operations.
  - b) To monitor emails, calls, other communications, and activities on your conveyancing file.
  - c) For market research, analysis and developing statistics.
  - d) To send you marketing communications.
  - e) To monitor the progress of your conveyancing case; and
  - f) To enable satisfaction surveys to be conducted.
3. As necessary to comply with a legal obligation, for example:
  - a) When you exercise your rights under data protection law and make requests.
  - b) For compliance with legal and regulatory requirements and related disclosures.
  - c) For establishment and defence of legal claims.

- d) For activities in relation to the prevention, detection, and investigation of crime.
- e) To verify your identity, make fraud prevention and anti-money laundering checks; and
- f) To monitor emails, calls, other communications, and activities on your conveyancing file.

4. Based on your consent, for example:

- g) When you request CHL to disclose your personal data to other people or organisations, such as a company handling a claim on your behalf, or otherwise agree to disclosures.
- h) When CHL process any special categories of personal data about you at your request (e.g., data concerning your health); and
- i) To send you marketing communications where we have asked for your consent to do so,

Please note that you are free at any time to change your mind and withdraw your consent. The consequence might be that we cannot do certain things for you.

#### Sharing of your personal data

Subject to applicable data protection laws we may share your personal data with:

- Sub-contractors and other persons who help us provide the conveyancing transaction.
- Companies and other persons providing services to us.
- Our legal and other professional advisors, including our auditors and our professional indemnity insurer.
- Fraud prevention agencies, credit reference agencies and debt collection agencies when you instruct us to act and periodically during the conveyancing transaction.
- Government bodies and agencies in the UK and overseas (e.g., HMRC and Welsh Revenue Authority who may in turn share it with relevant overseas tax authorities), the Land Registry and with our regulators (e.g. The Council for Licensed Conveyancers and the Information Commissioner's Office);
- Courts, to comply with legal requirements, and for the administration of justice.
- In an emergency or to otherwise protect vital interests.
- To protect the security or integrity of our business operations.
- To other parties connected with your conveyancing transaction including but not limited to Lenders, Restriction and Charge Holders, Help To Buy agents, Estate Agents, Brokers, other side legal representatives;
- To the introducer who introduced your case to CHL.
- To Lender Panels who manage conveyancing cases on behalf of your Lender (if applicable);
- When we restructure or sell our business or its assets or re-organise or merge;
- Market research organisations who help to improve our services.
- Payment systems (e.g., Sage Pay and World Pay Limited) and to banks who may transfer your personal data to others as necessary for regulatory purposes, to

process transactions, to resolve disputes and for statistical purposes, including sending your personal data overseas; and,

- Anyone else where we have your consent or as required by law.

#### International transfers

Your personal data may be transferred outside of the European Economic Area (EEA). While some countries have adequate protection for personal data under applicable laws, in other countries steps will be necessary to ensure appropriate safeguards apply to it. These include imposing contractual obligations. CHL's Subcontractors (data processors) who are outside of the EEA are under contract to comply with UK data protection law. We are comfortable that the data processors that process your data and transfer of data outside of the EEA are subject to appropriate and adequate safeguards, to ensure compliance with current Data Protection Legislation. Your rights and the legal remedies available to you are enforceable against CHL and our data processors. Further details can be obtained by emailing [dpo@CHLlawyers.co.uk](mailto:dpo@CHLlawyers.co.uk).

#### Identity verification and fraud prevention checks

The personal data we have collected from you will be shared with fraud prevention agencies who will use it to prevent fraud and money laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment in the future. Further details of how your information will be used by us and these fraud prevention agencies, and your data protection rights, can be obtained by emailing [dpo@CHLlawyers.com](mailto:dpo@CHLlawyers.com).

#### Credit Reference Agencies

To process your transaction and comply with our legal obligations CHL perform identity checks on you through credit reference agencies. To do this CHL supply your personal data to the credit reference agency, and they will give CHL information about you. The credit reference agencies may check the details against any databases (public or otherwise) to which they have access. They may also use your personal details in the future to assist other companies for verification purposes. A record of the search will be retained by both us and the Credit Reference Agencies. This has no effect on your credit score, and lenders are unable to see this. Further details of how your information will be used by CHL and credit reference agencies can be obtained by emailing [robleiws@conveyancinghome.co.uk](mailto:robleiws@conveyancinghome.co.uk)

#### Criteria used to determine retention periods.

The following criteria are used to determine data retention periods for your personal data whether you instruct CHL or not:

- Retention in accordance with legal and regulatory requirements: CHL will retain your personal data after completion of your conveyancing transaction based on CHL's legal and regulatory requirements.
- Retention in case of claims: CHL will retain your personal data for as long as you may bring a legal claim.
- Retention in case of queries: CHL will retain your personal data for as long as they are legally able to do so to enable us to deal with any queries you may have in relation to the conveyancing transaction or quote.

#### Your rights under applicable data protection law

Your rights are as follows (please note that these rights do not always apply in all circumstances):

- The right to be informed about how we are processing your personal data.
- The right to have your personal data corrected if it is inaccurate and to have incomplete personal data completed.
- The right to object to processing of your personal data.
- The right to restrict processing of your personal data.
- The right to have your personal data erased.
- The right to request access to your personal data and information about how we process it.
- The right to move, copy, transfer your personal data ("data portability"); and
- Rights in relation to automated decision-making including profiling.

If you would like to exercise any of the above rights, please contact our Data Protection officer in writing:

Data Protection Officer

ConveyancingHome Limited

Lawnswood Business Park

Redvers Close

Leeds

LS16 2JT

Email: [dpo@conveyancinghome.co.uk](mailto:dpo@conveyancinghome.co.uk)

#### Right to Complain

You have the right to complain about Data Protection to CHL's supervisory authority the Information Commissioner's Office (ICO). It has enforcement powers and can investigate compliance with data protection laws. You can contact the ICO on 0303 123 1113 or by visiting their website: <https://ico.org.uk>.

#### 12. Electronic Communication

##### 12.1 E-mail

You agree that we may communicate with you by e-mail sent without encryption over the internet. 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, nor shall we be responsible for the effect on any computer system (or any loss or damage arising from any such effect) of any e-mails, attachments or viruses which may be transmitted by this means (save to the extent of that this is caused by our negligence or wilful default).

##### 12.2 Portal

If you choose to use our Portal, you agree that we can send documents to you via this means of communication. We shall not be responsible for any loss or damage arising from the unauthorised interception, re-direction, copying or reading of these documents or the Portal, nor shall we be responsible for the effect on any computer system (or any loss or damage arising from any such effect) of the Portal or documents uploaded to it, (save to the extent of that this is caused by our gross negligence or wilful default).

#### 13 Wills

13.1 We recommend that you make a will or review your existing will following a property sale or purchase. We do not undertake this work, but will may introduce you to a specialist company who will be able to advise you should you so wish. If you choose to use their service, you will be responsible for their fees. We will expect to receive a commission of if we introduce you to a company for the completion of a will. By signing the Sale/purchase questionnaire you give us consent to retain such commission.

#### **14. Complaints or difficulties**

##### **14.1 A copy of our Complaints Procedure is available on request.**

14.2 We aim to offer all our clients an efficient and effective service and are confident that we will do so for you. We take any problems that do arise with clients very seriously and aim to ensure that any complaints clients may have are identified quickly and are dealt with. Should there be any aspect of our service with which you become dissatisfied, and which you are unable to resolve in conversation with the person dealing with your case, you should escalate your concerns to Rob Lewis Complaints Officer

14.3 We will acknowledge receipt of your complaint within seven days and may contact you to discuss ways of resolving your complaint, but in any event our aim will be to respond in full within 28 days. If that is not possible, we will let you know when you will receive a full response.

14.4 If you are unhappy with the response to your complaint you can escalate your complaint to Rob Lewis [roblewis@conveyancinghome.co.uk](mailto:roblewis@conveyancinghome.co.uk).

14.5 We endeavour to resolve all complaints as soon as possible. If you are unhappy with our response, You should raise the matter with the Legal Ombudsman contact details are: Legal Ombudsman PO Box 6806 Wolverhampton, WV1 9WJ, Tel: 0300 555 0333 E-mail: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk), or visit [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk). The Legal Ombudsman will expect you to allow us to consider and respond to your complaint in accordance with the procedure set out above. "If still unresolved at this stage, you may take your complaint to the Legal Ombudsman. Normally, you will have to bring your complaint to the Legal Ombudsman within 6 months of receiving a final response from us about your complaint and 6 years from the date of the act or omission giving rise to the complaint or alternatively 3 years from the date you should reasonably have known there are grounds for complaint (if the act/omission took place before 6 October 2010 or was more than 6 years ago)."

14.5 If you make a valid claim against us for which we are legally responsible and which we are unable to meet the liability in full you may be entitled to claim from the compensation fund administered by the CLC. Details can be provided should these circumstances arise.

#### **15. Force Majeure**

15.1 Neither you nor we can be held liable for any delay or failure to fulfil our respective obligations under the contract because of causes beyond our reasonable control. Such causes include, but are not limited to, fire, floods, acts of God, acts and regulations of any government or supranational authority, war, riots, strikes, lockouts, and industrial disputes.

#### **16 Waiver**

16.1 Any delays in enforcing the terms of conditions of the contract will not affect or restrict any of the rights and powers arising under it. Either party will only be taken to have released its rights under the contract if it has confirmed such release in writing to the other.

#### **17 Third party rights**

17.1 A person who is not party to the Services Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 nor otherwise enforce any term of the contract.

#### **18 Equality & Diversity**

18.1 Consistent with our internal policies and procedures, we will not discriminate in the way we provide our Services on the grounds of race, colour, religion, nationality, ethnic origin, sexual orientation, gender, age, disability or marital status. Please advise the person responsible for your matter if you require any reasonable adjustments to be made to our Service in order for our all clients to have full accessibility.

#### **19 Financial Services Compensation Scheme**

19.1 In the event of a banking failure it is unlikely that the firm would be held liable for any losses of client account money. If a corporate body client is not considered a small company by FSCS, then they will not be eligible for compensation. We currently hold our client funds with Nat West Bank. The £85000.00 financial Services compensation Scheme (FSCS) limit will apply to each individual client so if you hold other personal monies yourself in the same banking group as our client account, the limit remains £85000 in total, so it may be advisable to check with your won bank as some banks now trade under different trading names. In the event of a bank failure you agree to us disclosing details to the FSCS.

#### **20 Notices**

20.1 Any notice or other communication to be given under the contract shall be given in writing and delivered by prepaid first-class post (or pre-paid overseas equivalent) to, or by hand at, our respective addresses appearing in the contract (or such other address as may have been notified in writing). Notices shall be deemed to be given in the case of delivery personally on delivery and in the case of posting (in the absence of earlier receipt) 48 hours after posting (or 6 days if sent by overseas first class post equivalent).

#### **22 Regulation Affecting Your Cancellation Rights**

##### **The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:**

If we have not met you either in person (because, for example, instructions and signing of the contract documentation is taking place by telephone/mail, e mail or on-line – ie: by way of a "distance" contract) or we have taken instructions and a contract has been concluded away from our business premises (because, for example, we have met with you at home - ie: by way of an "off-premises" contract) and the contract was entered into on or after 14 June 2014, you may have the right to cancel this contract within 14 calendar days of entering into the contract without giving any reason. The client care letter sent to you will confirm if this is applicable to your case.

The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract.

To exercise your right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g., a

letter sent by post, fax or e mail). You may use the model cancellation form attached to your Client Care Letter, but it is not obligatory. We will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g., by e mail) without delay. To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Should you require the work to be commenced within the 14-calendar day cancellation period, you must provide your agreement to that in writing, by e mail, post or fax to enable us to do so. By signing and returning a copy of the client care letter / authority to act you are providing your agreement in writing to enable us to commence work within the 14-calendar day cancellation period. Where you have provided your consent for work to commence within the 14-calendar day cancellation period and you later exercise your right to cancel, you will be liable for any costs, VAT and disbursements incurred up to the point of cancellation. Unless you make an express request for us to commence work within the 14-day period (i.e. by signing and returning the signed copy of the client care letter / authority to act we will not be able to undertake any work during that period.

#### **23 Entire agreement**

23.1 The contract constitutes the entire agreement between you and us in respect of the services.

#### **23 Errors and Omissions Excluded**

23.1 If we make an error or there is an omission in any bill or statement given to you in connection with your transaction whether made during or after the transaction has completed, this will not prejudicially affect our ability to recover the amount outstanding from you and will at all times remain a debt owed by you until payment is received.

#### **24 Abusive Behaviour**

We reserve the right to immediately terminate our work for any client who engages in abusive or threatening behaviour towards our members of staff without any liability to the said client.

**Updated August 2023**