



**ANDREW CROFT & CO**  
SOLICITORS & NOTARY PUBLIC

PORTERS ESTATE AGENTS  
RESIDENTIAL SALES, LETTINGS & MANAGEMENT

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## **Terms of Business**

We set out in this statement on the basis on which we will provide our professional services.

### **About Us**

Andrew Croft & Co Solicitors are authorised and regulated by the Solicitors Regulation Authority (SRA) under registration number 570853 and they regulate all our legal work. We must comply with the SRA handbook containing the Code of Conduct 2011 and other regulations which you can see at [www.sra.org.uk](http://www.sra.org.uk)

Andrew Croft is also a Notary Public and where you are using this service, this is regulated by The Faculty Office of the Archbishop of Canterbury. Notary Public work is not regulated by the SRA.

We share an office with Porters Estate Agent, an independent estate agency and separate business. They operate under the Property Redress Scheme and are not subject to regulation by the SRA.

This terms of business statement deals with all Solicitor based work only.

### **Professional Indemnity Insurance**

We hold professional indemnity insurance for the work we carry out and currently hold cover for any errors or failures limited to up to £2,000,000 (two million pounds). We will not be liable for any consequential, indirect, special or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities. The limits on our liability only apply when law allows and it's not apply to any liability for death or personal injury which is caused by our negligence.

### **Client Money**

Our Client Account is held with Barclays Bank Plc under sort code 20-72-33 and account number 93966836 at the Richmond Branch, Leicester LE87 2BD. Any money you paid to us on account will be held in this Client Account. We hold your money as you agents and except no responsibility for loss if the bank holding our client account fails to repay money.

The Financial Services Compensation Scheme offers protection up to a maximum of £85,000 each individual. So, if you hold other money in that same bank or another bank in the same trading group, the total compensation available to you will not exceed the limits however many accounts may hold.

We will pay interest on money held by us in our client accounts, and the current interest rate paid to us on our client account is 0.01%. If you are due less than £100, then we will not pay you any interest as the cost of administering the interests would be out of proportion to the amount you are due.

**We will only ever ask you to make payment of monies due to our client account** (unless payment is required simply for our bill where we will ask for it to be paid to Sort Code: 20-72-33 and Account Number: 93260909).

**If you receive request to make payment elsewhere then this is likely to be a fraudulent request and we would ask that you immediately contact us and provide us with a copy of the request. If you are in any doubt then we would urge caution before sending any money to us.**

### Identification Payments and Anti-Money Laundering Requirements

At the outset of all transactions we will ask you to complete a Client ID Form and provide your original ID including a copy of your Bank Statement showing your name, address, sort code and account number. This is where we will repay any money to you. We will not accept any alternative bank account details by email, and if you wish us to pay money to a different account then we will require you to provide us with an original bank statement in your name showing the sort code and account number.

We reserve the right not to accept payments in cash.

In the event that we have to carry out additional checks because you have paid cash directly into the Client Account, we reserve the right to make reasonable charges to you for the additional work we have to do.

Our preferred method of receiving money on account from you is by electronic payments made directly to our Client Account. When sending us any money please let us know that payment has been sent and ensure that you quote an identifiable reference so that we can allocate the money to your account easily.

We have an obligation to ensure that we comply with all anti-money laundering regulations, and where we have reasonable cause to believe that your transactions are suspicious, we may refuse to pay or transfer your money while we obtain consent from the National Crime Agency.

If any third party are paying us money, we are required to carry out the same identity checks as we carry out on you. We may choose to use secure online identity checks services and by instructing us consent to us sending your personal information to this service.

### Confidentiality

We must keep your personal information and details of your matter confidential except in certain circumstances.

## Our Fees and Disbursements

We will provide you with a fee estimate at the outset of your matter, usually by way of letter or email ("fee estimate"). We will provide you with two figures being a likely minimum and maximum amount, and will carry out costings calculations on a regular basis, and will advise you accordingly. If it appears that the costs will exceed the estimate we have provided to you, we will advise you and be able to discuss your options.

If we provide you with a fixed fee then this will be for specific items of work is set out in our letters to you. If we do work outside the agreed work, then we will charge for time doing such work at the hourly rate stated.

The fee letter will provide you with the hourly rate will be charged for your matter, and we calculate our charging rate on an hourly basis, which is broken down into units of 6 minutes, being 10 units per hour.

We will also provide you with the likely disbursements (payments which we pay on your behalf such as search fees, court fees). We will always try to advise you prior to the disbursements being incurred, however, in order to progress your matter as efficiently and speedily as possible we will use our discretion in respect of the disbursements. We reserve the right to ask you to pay money on account to cover any disbursements prior to us incurring them, or we may choose to pay these amounts from our own funds.

Andrew Croft is registered for VAT and the registration number is 141142756 and the current rate of VAT is 20%.

We require payment of any bill that we raise to be paid within 14 days. In the event that you do not pay our bill on time, we may charge you interest at a simple rate of 8% per year from one month after delivery of the bill. We will calculate interest daily from the date the invoice was due until the date you pay. If you do not pay our bill on time, we may decide to stop working for you until you pay any outstanding sums. When we are instructed by more than one person, then all clients are responsible jointly and severally for our fees and disbursements.

## Service Standards

During the course of your matter, we will ensure that we keep you updated by emails, letters and telephone; we will endeavour to use straightforward language keeping legal terms to a minimum; we will keep you updated in relation to the costs as required; we will respond to your emails, letters and telephone calls as soon as we can and aim to do this within five working days.

In order to achieve the best possible outcome for your matter, you must provide us with clear and timely, reasonable and accurate instructions and full details of your matter. You must provide us promptly with the information and documents we require to deal with the matter and keep any documents court or any other party may require safe. We will not be liable for any breach of our responsibilities where this results from a breach of your responsibilities.

In certain matters, we must consider mediation or alternative dispute resolution (ADR) before starting court proceedings. ADR may involve us giving independent mediator your details and

those of the utter side to satisfy the court that you are aware of mediation. We will normally discuss with you whether your case is suitable for mediation before providing your information to any mediator.

### Porters Estate Agents

Porters Estate Agents are independent of Andrew Croft and Co and are not regulated by the SRA. Andrew Croft has a business arrangement with Porters Estate Agents. If you require the services of an estate agent, you are not obliged or encouraged to instruct Porters Estate Agents and are free to seek advice elsewhere and to instruct any estate agent of your choosing.

### Insurance advice

We are not authorised by the Financial Conduct Authority (FCA) however, we are included on their register so that we can carry on insurance mediation activities, which is broadly the selling and administration and advising on insurance contracts. This aspect is covered and regulated by the SRA and details of the register can be found at [www.fca.org.uk/register](http://www.fca.org.uk/register)

### Equality and Diversity

We are committed to promoting equality and diversity in all of our dealings with you, other clients, other parties, employees.

### Complaints

We aim to provide you with a high standard of legal advice and client care, however, if you become unhappy at any time, then please contact the person you are dealing with to discuss this in the hope that the issues will not escalate.

In the event that you are not satisfied or are unable to resolve your issue or complaint, then we require you to address this in writing to Andrew Croft by email [ac@andrewcroft.com](mailto:ac@andrewcroft.com) or by letter delivered or posted to our office address.

We take complaints seriously, and when we receive your complaint, we will acknowledge receipt within 7 days, and explain to you how we intend to deal with your complaint. In all cases, we will provide a full written response within 8 weeks. We will always try to deal with any complaints expeditiously, taking into account the type of matter you have instructed us to deal with, and your situation. We will provide you with a final written response in respect of any complaint.

In the event that we are unable to resolve your complaint, you have the right to complain to the Legal Ombudsman and ask them to consider your complaint. You can contact them at [www.legalombudsman.co.uk](http://www.legalombudsman.co.uk) or by telephone 0300 555 0333

Normally you will need to bring a complaint to the Legal Ombudsman within 6 months of receiving a final written response from us.

### Third Parties

This agreement and the work we do is personal to you, and only you unless we have agreed to any variation which must be in writing.

### Storage of Papers

We will store your file, either in its paper form or electronically for a minimum of 6 years after the date of the final bill. After a minimum period of 6 years the original paper file may be destroyed, or any electronic file may be deleted. We will not destroy any original Leases or Wills, or other important documents without your consent.

In the event that you wish us to retrieve a paper file or provide information held, we reserve the right to make a charge to you for the time spent retrieving and producing the papers requested.

### Jurisdiction and Service

Any dispute of legal issue arising from these terms of business will be dealt with under English law and under the exclusive jurisdiction of the English courts. Any proceedings issued in relation to these terms of business will be served if issued in England only and may be sent to our principal place of business and may only be served by first class post or DX.

Service by email or fax is not accepted.

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