Terms and Conditions of Business

Risdons Solicitors LLP is registered in England and Wales under registration number OC450671. Our registered office address is Mendip House, 1 High Street, Taunton, Somerset, TA1 3SX. We are authorised and regulated by the Solicitors Regulation Authority (SRA). Our SRA number is 8007524.

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Service

We aim to deliver a high quality and cost-effective service and:

- To be polite, courteous and punctual
- To tell you who will be responsible for your case and the Partner that will have overall supervision of their work. If either of these changes, we will explain why
- To reply to letters as soon as possible and within 5 working days at the most
- To return your calls as soon as possible and within one working day if we cannot deal with your query immediately
- To acknowledge receipt of emails within one working day and reply as soon as possible if we cannot deal with your query immediately
- To keep you informed about your matter, answer your questions and advise you in person when appropriate
- To report regularly about the progress of your matter
- To give you the best information possible about timescales and the costs of your matter
- To deal with any complaint speedily and in accordance with our complaint's procedure.

Hours of Business

Monday to Friday 9 am to 5 pm.
We are closed on all Bank Holidays

Charges (our bill)

We aim to charge a fee which is fair and reasonable, and which represents value to our clients. Please note the following:

At the outset of your matter, we will give you a detailed estimate of the likely costs and disbursements. These estimates will assume that there are no unexpected problems. We will endeavor to notify you in writing if it appears that any estimate given may be exceeded.

- If your instructions are taken for a fixed fee:
    - The fixed fee amount will be calculated by reference to the work involved, in property matters this will be based on a sliding scale relating to the sale or purchase price of a property.
    - In property conveyancing, wills and probate, sometimes work is undertaken which was not anticipated at the start, or problems arise that were not expected when we originally agreed the fee. In such cases the extra work will be charged on a time and work basis, but we will advise you when an additional charge may be made.

- If your instructions are taken on a time and work basis:
    - Our charges will be calculated by reference to all time spent by individual fee-earners working on the matter. This will include meeting you and others, considering, preparing and working on documents, correspondence by letter or email, telephone calls and where necessary research.
    - Such time is recorded charged in six-minute units at the hourly rates applicable to the relevant individual.
    - You will be notified of the rates chargeable by your applicable fee earner/s in the firm's terms of engagement letter. These rates are exclusive of VAT.
    - We may send you an interim bill or bills in a lengthy case. In divorce and family matters that are ongoing, we would usually aim to bill monthly.
    - At any important stage in your matter and at least every six months, we will give you information on costs and disbursements incurred and will update the costs information.
    - Charging rates will be reviewed from time to time, as identified in the firm's terms of engagement letter and you will be notified of any changes as soon as reasonably possible.
    - We may at any time ask you for a reasonable sum to hold on account in respect of anticipated fees or disbursements (e.g., land or probate registry fees, court fees and Barrister's or Expert's fees). We have no obligation to make or commit ourselves to incurring such fees or making payments unless you have provided us with funds to do so.

In property and conveyancing transactions, if for any reason, the transaction falls through or you dis-instruct us, we will charge as follows:

Purchase Matter:

- 85% of our fee plus VAT and the disbursements incurred if we have reported to you or your lender on the documents, searches and title; or
- 50% of our fee plus VAT and the disbursements incurred if the matter aborts before we have reported to you or your lender as above.
- If contracts have been exchanged the full fee will be charged.

Sale Matter:

- 85% of our fee plus VAT and disbursements incurred if all matters have been dealt with plus Contract agreed and signed;
- 50% of our fee plus VAT and disbursements incurred if replies to enquiries have been dealt with;
- £200.00 plus VAT and disbursements incurred if the Contract package has been sent to the buyers solicitors;
- £100.00 plus VAT and disbursements incurred if instructions have been confirmed to the buyers solicitors and title documents obtained.
- If Contracts have been exchanged the full fee will be charged.

  In property transactions we will normally send you our bill at the time of, or shortly before completion together with a completion statement of the funds required to complete the purchase transaction. If insufficient cleared funds (as requested) are not available prior to completion, completion may not be able to take place.

  We may ask for payments on account of costs. Requests for payments on account are not estimates.

  Prior to the completion of most transactions or shortly afterwards we will send you an invoice with details of the work done and expenses paid. You have the right to challenge this. We will explain how you can do this at the time.

  Payment terms are 30 days from the date of the invoice. You will, at all times, remain responsible for payment of your bills or invoices when rendered, even if you have a right of contribution or repayment from a third party.

- In the event of non-payment within 30 days of issue:

  In respect of our private clients we will be entitled to charge interest on the amount outstanding at a rate of 8%. In respect of our commercial and/or business clients at a rate of 8% above the base rate pursuant to The Late Payment of Commercial Debt (Interest) Act 1998.

  We also reserve the right to charge an administration fee to cover our costs associated with recovering outstanding invoices in the sum of £100 per invoice.

- In the event of non-payment of fees:

  without prejudice to any other rights or remedies we may have;
  we shall retain the right to hold a lien (a right to retain files, documents or other items) over any of your property coming into our possession or under our control, as security for all amounts and liabilities becoming due to us from you.

- We may charge an administration fee for the use of the third party case management third system. This will be detailed on the charges specific to your case.

Value added tax (VAT)

We are VAT registered and our VAT Registration Number is 130 8589 63. By law we must add VAT to charges and expenses.

Responsibilities (Our)

We Will:

- Treat you fairly and with respect;
- Communicate with you in plain language;
- Review your matter regularly;
- Advise you of any changes in the law that affect your matter; and
- Advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter.

When we are acting for you in a property transaction:

- it will not be our responsibility to carry out a physical inspection of the property.
- It is your responsibility to inform us of any discrepancies between the documents relating to the transaction and the land/property itself.
- We shall not advise you on the valuation of the property or the suitability of the mortgage or any other financial arrangement.

Mortgage:

- If you are obtaining a mortgage from a bank or building society, we will also be acting for the proposed lender.
- This imposes on us a duty to fully reveal to your lender all relevant facts about your purchase and mortgage.
- This includes any difference between your mortgage application and information we receive during the transaction and any cash back payments or discount schemes that a seller is giving you.

Responsibilities (Your)

You are responsible as a client for:

- Providing us with clear, timely and accurate instructions.
- Providing all documentation required in a timely manner.
- Safeguard any documents that may be required for your matter, including documents that you may have to disclose to another party.
- Payment of our fees, disbursements and expenses in accordance with our terms of engagement letter and these terms of business.
- Providing us with all necessary information to enable us to comply with the Money Laundering Regulations.
- Making the appropriate Stamp Duty Declaration in relevant property matters.

Conflicts of interest

We are not aware of any conflict of interest that may prevent us from acting for you. If we become aware that a conflict arises, or may arise during the transaction, we will contact you immediately to discuss how to proceed.

Joint instructions

If there is more than one of you, we can only represent you if you are all agreed on what should be done and that no conflicts of interest exist or are likely. We will assume, unless you tell us otherwise in writing, that one of you is authorised to speak for all of you in giving us instructions. Each of you will be responsible for meeting the full amount of our charges. Should it become apparent that there are substantive differences of views or interest amongst you we may have to cease acting for one or all of you.

Equality and diversity

We are committed to eliminating discrimination and encouraging equality and diversity in our own policies, practices and procedures and in those areas in which we have influence.

In developing and implementing our Equality and Diversity Policy, we will comply with the SRA Standards and Regulations and with all current and future anti-discrimination legislation, and any relevant amendments or re-enactments of such legislation and standards and regulations.

Applicable Law

The construction, validity and performance of this contract shall be governed in all respects by the law of England and Wales and any dispute or legal issue arising from our Terms of Business will be determined by the law of England and Wales.

Tax

We will not advise you on any tax consequences of your matter including in respect of Capital Gains Tax. You should ask your Accountant to advise on tax and similar matters.

Stamp Duty Land Tax is a tax on land transactions in all of the United Kingdom and is a form of self-assessed transfer tax. This is a personal liability on yourself, we prepare and submit the return on your behalf, but do not provide specialist advice.

Future Instructions

Unless agreed otherwise, these Terms of Business will apply to all future instructions you give us on this or any other matter.

Confidentiality

The information and documentation you provide us is confidential and subject to legal professional privilege unless:

- Stated otherwise in this document, our letter confirming your instructions, or in our Privacy Notice, for example in relation to prevention of money laundering and terrorist financing, or
- We advise you otherwise during the course of your matter.

E-mail

We are able to communicate with you by e-mail as well as by post, fax and telephone. Unless you let us know to the contrary, we will assume that you are happy for us to communicate by e-mail, even though we cannot guarantee the security or confidentiality of e-mail communications.

Data protection

We use your personal data primarily to provide legal services to you, but also for related purposes as described in the Privacy Policy including:

- Conducting checks to identify you, verify your identity and screening for financial or other sanctions
- Gathering and providing information required by or relating to audits, enquiries and investigations by regulatory bodies, accreditations and banks.
- Complying with professional, legal and regulatory obligations that apply to our business
- Ensuring business policies are adhered to, for example policies covering security and internet use
- Operational reasons, such as improving efficiency, training and quality control
- Ensuring the confidentiality of commercial sensitive information
- Statistical analysis to help us manage or practice
- Updating client records
- Preventing unauthorized access and modifications to systems
- Preparing and filing statutory returns
- Ensuring safe working practices, and monitoring and managing staff access to systems and facilities
- Staff administration and assessments, monitoring staff conduct and disciplinary matters
- Marketing our services

The use of your personal data is subject to your instructions, the EU General Data Protection Regulation (GDPR), other relevant UK and EU legislation and our professional duty of confidentiality.

Risdons Solicitors is a data controller for the purpose of GDPR and other relevant data protection legislation. Our registration reference with the Information Commission's Office is ZB675347. We take your privacy very seriously. Our Website Privacy Policy and Privacy Policy contain important information on:

- What personal data we collect about you and how that data is collected
- How, why and on what grounds we use your personal data
- Who we share your personal data with
- Where your personal data is held and how long it will be kept
- Your rights in relation to the personal data we hold or use
- The steps we take to secure your personal data
- How to make a complaint in relation to our use of your personal data
- How to contact us with any queries or concerns in relation to your personal data

Risdons Solicitors has complaints handling obligations under the Data (Use and Access) Act 2025 (DUAA). If an individual considers that we have breached data protection laws, they have the right to make a complaint directly to us.

Questions or complaints in connection with Data Protection should be addressed by email to:
edward.judge@risdons.co.uk

Or by writing to:
Mr E Judge | Risdon Hosegood
1 Mendip House, High Street, Taunton Somerset TA1 3SX

Or by calling into any of our offices in person

You will also need to provide sufficient information to identify you, e.g. full name, address and client or matter reference number). We will also need proof of your identity and address (a copy of your driving licence or passport and a recent utility or credit card bill);

If you consider we have breached data protection laws, you have the right to make a complaint under our Data Protection Complaints Policy. A copy of the policy can be found on our website. If you are dissatisfied with the outcome of any complaint raised under the Data Protection Complaints Policy you can contact the Information Commission's Office (ICO), the UK's supervisory authority: Information Commission's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF (www.ico.org.uk). However, before doing so please make sure you have first made your complaint to us or asked us for clarification if there is something you do not understand. The ICO will expect you to have done this before reviewing your complaint.

Termination

You are entitled to terminate your instructions to us in writing at any time.

We may terminate your agreement with us and stop working for you on any other matters at any time we consider that we have a good reason to do so. Some examples include, if you do not pay an outstanding bill or make a reasonable payment on account of costs when asked, where a conflict of interest arises, where our continuing to act could result in a breach of the SRA Code of Conduct, our professional obligations or regulatory requirements, a breakdown of trust which can include rude, abusive or discriminatory actions words or correspondence or having lied or not provided full disclosure of documentation facts or information, or you are acting against legal advice.

We are entitled to charge for work which we have completed to the date of termination.

Reasonable notice will be given if we stop acting for you. What is reasonable will depend on the specific circumstances of the case.

If we represent you in connection with court proceedings and we/you terminate the agreement, you agree to provide all reasonable assistance to ensure that Risdons Solicitors LLP are removed from the court record in a timely manner.

Once your agreement is terminated, no further responsibility falls on Risdons Solicitors LLP to advise or remind the client about any deadlines or key dates.

Anti-money laundering and terrorist financing

The Money Laundering Regulations require solicitors, banks and building societies and some others to obtain satisfactory evidence of identity of their clients and, at times, people related to the client or their matter. This is because solicitors who deal with money and property on behalf of their client can be used by those wanting to launder money. To comply with the law on money laundering it is necessary for us to verify the identity of all clients.

Therefore, to comply with regulatory requirements we must have evidence of your identity and address. Where we are required or feel it necessary to fully identify our clients, we will carry out our checks by way of an Electronic Identification process. You will be notified of the cost of carrying out the check and this will be detailed within our client care letter on the commencement

of your case. An electronic check will place a “soft footprint” on your credit scoring history; however, this will not impact on your credit scoring.

We also must be satisfied that the source of any finance (for example a property purchase) is legitimate and legal. It is important for you to understand why Risdons Solicitors LLP are requesting the information.

Please click on the link to find information from the Solicitors Regulation Authority, who regulate the UK legal sector, about source of funds and source of wealth.
https://www.sra.org.uk/proof

Personal data received will only be processed for the purposes of preventing money laundering or terrorist financing unless permitted by an enactment or unless you provide consent. As we hold money in a pooled client account, we may have to provide information to the firms bank who manages the pooled client account to ensure they can meet their regulatory obligations.

We cannot act for you without ID and source of funds (if applicable) being verified.

The Proceeds of Crime Act requires us as Solicitors to report to the National Crime Agency any circumstances which cause suspicion or which are considered such that we ought to suspect, that you or anyone else involved in the matter we are dealing with has or will benefit from some financial crime. If we are obliged to make a report under this Act we may not be able to tell you that we have done so. We may also be required to stop working on your case and may not be able to tell you why because our duties under the Act take precedence over our obligations to you.

We shall not be liable for any loss arising from or connected with our compliance with any statutory obligation that we may have, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of the money laundering and/or terrorist financing legislation.

Banking (Your Money)

Your money will be held in a Client Account separate from our own office account. Under the SRA Account Rules any relevant interest will be credited to you. We can only hold money for specific transactions; we cannot act as a bank.

- Payments by cheque must be received at least 7 working days before they are required to allow clearance.
- We will not accept payments in cash of more than £500.00. If you try to avoid this policy by depositing cash directly with our Bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds.
- Payments by card must be made 5 days in advance to ensure clearance. Please note card payments cannot be accepted for purchases of property.
- BACS payments must be made 3 days in advance to ensure clearance.
- CHAPS payments will ensure a same day payment to us.
- Where we must pay money to you, it will be paid by electronic bank transfer (fees apply). It will not be paid in cash or to a third party.
- We hold all client money in Banking institutions which are regulated by the Financial Conduct Authority (FCA). A list of our client account banks used by us can be provided on request in writing.
- We are not liable for any losses you suffer as a result of any such banking institution being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS).
- The FSCS is the UK’s statutory fund of last resort for customers of banking institutions. If you hold deposits or savings with a UK-authorised bank, building society or credit union and it goes out of business, FSCS can compensate you up to the new limit of £120,000 per eligible person, per authorised firm.

Cybercrime alert: avoid being a victim

Please be aware that there is a significant risk posed by cyber fraud specifically affecting email accounts and bank account details. PLEASE NOTE that our bank account details WILL NOT change during the course of a transaction, and we will NOT change our bank details via email. We do not accept bank details via email. Please be careful to check bank account

details with us in person. We will not accept responsibility if you transfer money into an incorrect account.

Interest policy

As part of carrying out your instructions to us, we have informed you that we may need to hold your money in our client account. In holding client's money, we have an obligation to pay interest on that money at a fair and reasonable rate and are required to put in place an interest policy; this policy sets out the guidelines for when interest will be paid and is summarised below.

We aim to account to you for interest at a reasonable rate of interest. However as the holding of your funds is incidental to the carrying out of your legal instructions, the rate is unlikely to be as high as the rate you may be able to obtain when depositing the money we hold on your behalf yourself. In most cases we must ensure that money held on client account is immediately available and so the need for instant access is considered when setting the rate of interest payable by us.

We align our interest rates paid on monies held on general client account to the Lloyds commercially available rate for instant access funds. This rate is likely to change from time to time. Where your money is held on our general client account, any interest paid to you is paid without any deduction for income tax (unless you are resident overseas – see below). As such it is your responsibility to inform HMRC of interest received from us and the implications of this will depend upon your own financial circumstances.

Under the European Savings Directive regulations 2003/48/EC we are required to inform HMRC of payments of interest to relevant payees and residual entities in prescribed territories. Where you reside outside the UK and EC, we are required to deduct income tax at the current basic rate and account for this interest to HMRC directly and pay you the net amount.

Interest will be calculated from the time the funds become cleared for interest purposes. Interest will not be paid if the sum of money held does not exceed the amount shown in the left column below for a time not exceeding the period indicated in the right column:

Amount	Period
£1,000	8 weeks
£2,000	4 weeks
£10,000	2 weeks
£20,000	1 week

Interest will not be paid if the total amount calculated for the period that cleared funds are held is less than £50.00. Interest will be calculated at the end of the matter and we will credit the client ledger at that date.

Liability for costs & legal expenses

In litigation cases (claims and disputes), it is sometimes possible for us to recover part or all of our charges from another party. In litigation cases the loser is usually responsible for the payment of some or all of the winner's costs. However, it is a term of our retainer (agreement to act for you) that you are responsible for the payment of our costs, disbursements and VAT in full when they are due for payment. You will be paid, on our rendering of an account or accounts, whether interim or final, any costs recovered from another party unless they are deducted on account of your indebtedness to us, which these terms irrevocably authorise us to do.

A client who is unsuccessful in a Court case may be ordered to pay the other party's legal charges and expenses. That money would be payable in addition to our charges and expenses.

Professional Indemnity Insurance

We have professional indemnity insurance giving cover for claims against the firm. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy, can be made available, on request.

To comply with our regulatory obligations and the terms of our professional indemnity insurance, we may disclose relevant documents and information to insurers, brokers and insurance advisers on a confidential basis. This could include details of any circumstances arising from our work for you that might give rise to a claim against us. Unless you notify us to the contrary, you agree to such disclosure by us even if the documents and information in question are confidential and/or subject to legal professional privilege.

Financial services

We are not authorised by the Financial Conduct Authority. If, while we are acting for you, you need advice on investments, we may have to refer you to an Independent Financial Adviser who is authorised by the Financial Conduct Authority.

- If we receive any commission we will tell you and pay this to you.

- We may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, as amended by the Financial Services Act 2012.

- Responsibility for regulation and complaints handling have been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints handler (see below). If you are unhappy with any investment advice you receive from us, you should raise your concerns with the SRA or Legal Ombudsman.

Storage of papers (including your file)

- Storage of papers will be subject to our Privacy Notice.
- We are entitled to keep your papers until our bill has been paid in full.
- The file is your property subject to certain exceptions. We will keep it (except for any papers which you ask to be returned to you) for not less than 6 years after which it will be confidentially destroyed. We will tell you if there are any important documents that should be stored for longer.
- We will not destroy documents that you ask us to deposit in safe custody.
- We do not normally make any charge for storing files or documents.
- If you want the file or anything from it please give a minimum of 10 working days' notice so that we can get the file from storage.
- We reserve the right to charge you for recovering the file from storage including:
    - Time spent retrieving the paper file and producing it for you.
    - Reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved file.
    - Providing additional copies of any documents.
    - Any copy of the file will be provided in electronic format. If a photocopy of the file is the only option and necessary, there will be a charge based on a cost per sheet copied for us to retain for compliance and insurance purposes.

External auditing

External firms or organisations may conduct audit or quality checks on our practice from time to time. They may wish to audit, or quality check our file and related papers for this purpose. It is a specific requirement imposed by us that these external firms or organisations fully maintain confidentiality in relation to any files and papers which are audited, or quality checked.

Cloud computing

We use cloud storage for client files. Our cloud software provider is LEAP. LEAP's cloud infrastructure is provided and maintained by industry leading cloud-platform provider Amazon Web Services. Amazon Web Services demonstrates a commitment to information security at every level of the organisation and complies with internationally recognised standards, the EU Data Protection Directive, GDPR Regulations and the Data Protection Act 2018. If you object to your files/other details being stored in this way, please let us know.

Limitation of liability

Our maximum aggregate liability to you from this transaction, in respect of any claim, or series of claims arising from the same act or omission shall not exceed £3 million or, if higher, the minimum level of cover required by the Law Society from time to time. This will not apply to any liability that may not be limited or excluded by law or rules of professional practice.

We will not be liable for:

- Losses that were not foreseeable to you and us when this contract was formed; and
- Losses not caused by any breach on the part of the firm; and
- Business losses, including losses sustained by any individual not acting for purposes of their trade, business or

profession.

We do not accept any duty of care to any other individual under the Contracts (Rights of Third Parties) Act 1999.

Complaints

We are committed to providing high-quality legal advice and client care. If you have any concerns about the work we are doing then please initially discuss them with the person dealing with your case. If they cannot resolve your concerns then the complaint should be referred to our Client Care & Complaints Officer, Edward Judge at our Taunton branch. If the complaint relates to Edward Judge himself, it will be dealt with by an appointed deputy. We will tell you who that is and it will be another partner or senior manager within the firm.

Making a complaint will not affect how we deal with your case and you will not be charged for investigating or responding to your complaint.

A copy of our Complaints Policy is available on request and can be found on our website.

If we do not deal with your complaint to your satisfaction, then you may refer the matter to the Legal Ombudsman. Their contact details are as follows:

Legal Ombudsman
Call: 0300 555 0333
Email: enquiries@legalombudsman.org.uk
Website: www.legalombudsman.org.uk
Address: Legal Ombudsman, PO Box 6168, Slough, SL1 0EL

Ordinarily you must refer the complaint to the Legal Ombudsman no later than:

- One year from the act/omission being complained about; or
- One year from when you should reasonably have known or realised that there was cause for complaint.

The Legal Ombudsman requires you to bring your complaint to them within six months of the date of our final response.

Changes to these Terms of Business

These Terms of Business were last updated July 2026