

**ABERAVON LAWYERS LIMITED**  
**T/A KEVIN LANE & COMPANY SOLICITORS**

REGISTERED OFFICE 11 COURTLAND PLACE, PORT TALBOT SA13 1JJ  
Company No. 5352482 Vat. No. 850776993 Authorised and Regulated by the  
Solicitors Regulation Authority under registration number No.419748

**GENERAL TERMS**

We are regulated by the Solicitors Regulation Authority and the detailed professional rules to which we are subject can be found in the SRA Handbook on the SRA's website <http://www.sra.org.uk/solicitors/handbook/welcome.page>

Our complaints resolution procedure is set out below.

The name and professional status of the fee earner responsible for the conduct of your matter (together with the name and status of the person with responsibility for overall supervision of your matter) will be set out in the client care letter which we send you.

**1. SERVICE STANDARDS**

We will:

- Treat you fairly.
- Be polite and professional.
- Respond promptly to your enquiries.
- Tell you about any problems as soon as we are aware of them.
- Ask for your feedback on our service.
- Provide you with an estimate of the likely overall costs of your matter and update this figure as the matter proceeds or the estimate changes.

Further, we will communicate with you in plain language. We will explain to you by telephone or in writing the legal work required as your matter progresses. We will update you on the progress and cost of your matter monthly. We will update you on whether the likely outcome still justifies the likely costs and risks associated with your matter whenever there is a material change of circumstances. We will update you on the likely timescales for each stage of this matter and any important changes in those estimates. We will continue to review whether there are alternative methods by which your matter can be funded.

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 owed to us for fees and expenses.

We may decide to stop acting for you only with good reason, for example, if you do not pay an interim bill or there is a conflict of interest. We must give you reasonable notice that we will stop acting for you.

If you or we decide that we should stop acting for you, you will pay our charges up until that point. These are calculated on an hourly basis plus expenses as set out in the Client Care Letter.

If we are acting for you on a Conveyancing matter then you can expect from us the following:

- When you contact us to discuss your sale or purchase we will explain clearly the steps in the process and what you can expect from your solicitor.
- We will tell you what the costs will be.
- We will keep you informed of the progress in your sale and/or purchase

- We will work in line with the quality standards of the Law Society's CQS.

If you have a concern about the firm as a member of the CQS you can contact the Law Society team at [cqs@lawsociety.org.uk](mailto:cqs@lawsociety.org.uk).

## **2. RESPONSIBILITIES**

We will review your matter regularly. We will advise you of any changes in the law. We will advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter. We expect you to provide us with clear timely and accurate instructions. You will provide all documentation required to complete the transaction in a timely manner. You will safeguard any documents which are likely to be required for discovery or use in any proceedings.

## **3. HOURS OF BUSINESS**

Our hours of business are Monday to Friday 9am - 1pm and 2pm – 5pm. Our telephone number is 01639 893700. Our fax number is 01639 893744. Our website is [www.kevinlane.co.uk](http://www.kevinlane.co.uk) Email addresses are provided for the appropriate fee earner.

## **4. PROFESSIONAL INDEMNITY INSURANCE**

Our Professional Indemnity Insurers are AmTrust Europe Limited. Correspondence is to be addressed to JLT Speciality Limited, The St Botolph Building, 138 Houndsditch, London, EC3A 7AW.

This covers the work that we carry out and our policy is in accordance with Law Society and Solicitors Regulation Authority requirements and which covers us for legal advice services in England and Wales only.

## **5. EQUALITY AND DIVERSITY**

Kevin Lane & Company is committed to promoting equality and diversity in all of its dealings with potential clients, clients, third parties and employees. Please contact us if you would like a copy of our Equality and Diversity Policy. We will make reasonable adjustments for disabled clients.

## **6. DATA PROTECTION ACT & THE GENERAL DATA PROTECTION REGULATION 2018**

As solicitors, we have a duty of confidentiality to you under the SRA Code of Conduct 2011. We, of course, take that duty very seriously and it is part of our professional culture to protect your personal data. In some circumstances we will have a legal obligation to share your personal data with public agencies and authorities.

We are also registered under the Data Protection Act with the Information Commissioner.

We use the information you provide primarily for the provision of legal services to you and for related purposes.

Our use of that information is subject to your instructions, the Data Protection Act, and from the 25th May 2018, the General Data Protection Regulation (GDPR).

Further information on how we process your personal data and our lawful bases, for doing so under the GDPR, can be found in our Privacy Notice, on our website at [www.kevinlane.co.uk](http://www.kevinlane.co.uk). If you do not have access to the internet, then please inform the fee earner with conduct of your matter and they will send you a paper copy of the Privacy Notice.

Although the law changes on 25<sup>th</sup> May 2018, it will not alter the way we process your information. If you refuse to provide certain information or object to us sharing it with others, then we may not be able to progress

your matter or indeed continue to act for you.

Please note that our work for you may require us to give information to external third parties such as expert witnesses and other professional advisors and auditors. Some of those third parties such as barristers and doctors will be subject to their own professional codes of conduct with regard to confidentiality. We have entered into appropriate confidentiality/privacy agreements with relevant third parties.

You have the right to access the personal data that we hold about you. You also have other rights such as the right to object to us sending you information. You can exercise these rights by simply writing to Mr Kevin Lane, our COLP/Data Protection Officer who has overall responsibility for Data Protection. If you have difficulty in putting your request in writing, then please contact us in some other way and we will do all that we reasonably can to accommodate you and enable you to exercise your rights. We may ask you for proof of identity when you make a data subject request.

Further information on your rights can be found in our Privacy Notice.

### **Auditing of Files & Confidentiality**

External firms or organisations may conduct audits or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files.

For example, the Solicitors Regulation Authority may inspect our file(s). As a result of this, we are, or may become subject to periodic checks by outside assessors. This could mean that your file is selected for checking. All inspections are, of course, conducted in confidence. If, however, you object to this, then please let us know and we will mark your file(s) as “not to be inspected”.

## **7. PAYMENT OF INTEREST**

There shall be no interest paid on money received by us on your behalf which is held by us in connection with an ongoing transaction and is held by us for less than a month. If however in the course of a transaction we need to hold monies on your behalf for longer than a month we will either:

- (a) Return monies to you;
- (b) Pay interest to you (on those monies) at a rate earned by us from Barclays Bank plc; or
- (c) Deposit monies in a local building society with interest accruing to you.

We will not hold money on your behalf for longer than three months and will return it to you if necessary. If we are obliged to hold money on your behalf for longer than twelve months (e.g. for a retention or because a beneficiary cannot be traced) we will write to you on an annual basis to confirm that we are still holding that money and the reason why we are still holding it.

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

When we accept your request to advise you or act for you, as a Consumer, we effectively enter into a contract with you.

### **On-Premises Contract**

Normally if you attend our offices in person (we meet you face to face) and we agree to accept your instructions then the contract between us will be entered into “on our premises” (i.e. an “on-premises contract”). Then provided we have given you sufficient information for you to make an informed decision e.g. an indication of the likely overall costs and disbursements then no right to cancellation normally arises and you will be liable for the costs and disbursements incurred in fulfilling your requests and instructions.

## **Off-Premises Contract**

If however, we meet you in person but away from our offices e.g. at your home, or in hospital, then if we agree to accept your instructions, you will have the right to cancel the contract (i.e. an off-premises contract) as set out below.

## **Distance Contract**

Also, if we have not met you in person and only communicated with you by phone, email, letter or fax to accept your instructions (i.e. a distance contract) then similar rights of cancellation arise.

## **Rights of Cancellation**

You have the right to cancel this contract within 14 days without giving any reason. This is sometimes called a “cooling off” period and gives you the opportunity to change your mind. The cancellation period will expire after 14 days from the day of the conclusion of the contract between us. This day is the date we accept your offer to act for you. This will be the date shown on our initial client care/terms of business letters which we will send to you. The client care and terms of business letters together set out the main characteristics and scope of the legal services we are providing to you. They will tell you what we will and will not do and explain your responsibilities. This information should enable you to make informed decisions about your matter. If you are unclear about any information we provide then please do not hesitate to contact us for clarification/further information.

To exercise the right to cancel, you must inform us Kevin Lane & Company at 11 Courtland Place, Port Talbot, SA13 1JJ, Fax Number 01639 893744 or by email to [kevin.lane@kevinlane.co.uk](mailto:kevin.lane@kevinlane.co.uk) or [julie.james@kevinlane.co.uk](mailto:julie.james@kevinlane.co.uk) 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 attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

## **Effects of cancellation**

If you cancel this contract, we will reimburse to you all payments received from you, we will make the reimbursement without undue delay, and not later than 14 days from the day on which we are informed about your decision to cancel this contract.

We will normally make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

Legal Aid/Legal Help clients should note that reapplying for legal aid/legal help for the same issue might be difficult if you exercise your right to cancel the contract between us.

## **Requests by you for us to start work during the 14 day cancellation period**

We will not carry out any work within the cooling off period unless you expressly instruct us to do so, in writing.

If you requested us to begin the performance of services during the cancellation period, (e.g. because you wanted the work done or advice given urgently) you will be liable to pay us an amount which is in proportion to what has been performed by us until you have communicated to us your notice of

cancellation of this contract, in comparison with the full service which would have been carried out under our contract with you, had you not cancelled.

If you requested us (either in writing or by phone) to begin performance of service during the 14 day “cooling off” period (e.g. because you want us to get on with the matter) you will be liable to pay us a fee which is in proportion (as against the full estimated fees) to what has been performed by us until you communicate your notice to cancel. Unless you tell us otherwise, we will assume that any payment on account that you make to us during the 14 day “cooling off” period is an instruction to proceed with your matter within the “cooling off” period and you will be liable for our fees and disbursements to the date of any cancellation.

After the 14 day “cooling off” period (if applicable):

If we decide to stop acting for you, for example, if you do not pay an interim bill or comply with the request for a payment on account, we will tell you the reason and give you notice in writing.

If you decide to terminate or we decide to stop acting for you, you will pay our charges up to that point. These are calculated on an hourly basis or by a proportion of any agreed fixed fee.

If at any time, you fail to pay us the fees or disbursements (whether contained in a bill or in a request for a payment on account) requested we reserve the right to cease working on your case until any arrears are brought up to date.

In reference to our website and our client care we have provided you with a fixed fee quote. This is subject to this being a standard conveyance with no additional works. If we find that this matter has additional works which we did not envisage this firm reserves the right to charge you additional costs (excluding disbursements) on a fixed fee basis as confirmed below:-

Help to Buy ISA - the government has created a scheme for first time buyers to obtain a 25% bonus on savings within the well-known scheme called the “Help to Buy ISA”. If you have a Help to Buy ISA this firm has to make an application to the Government Portal to obtain your 25% bonus for you to purchase your first home - £50.00.

Gifted Deposits - if you are relying on a family member to provide you with a gifted deposit to fund your purchase this firm has to comply with the POCA Act, Money Laundering Regulations and ensure your lender is content with the arrangement to ensure the purchase can go through legally. This includes bespoke letters from your parents to us and the banks, additional AML checks and bankruptcy searches - £75.00.

Statutory Declaration - on your sale you may be advised by the buyer that the property either does not have an easement or the roads to it are unadopted. To enable this deal to go through you will need your lawyer to draft a bespoke statutory declaration signed by you to ensure you can sell your property - £50.00.

Removal or Satisfying a Restriction on your Title - on your sale you may be advised by the buyer that there is a restriction on your title which is preventing the sale proceeding. To enable you to sell your property this firm will need to draft and potentially submit specific RX forms to the Land Registry, as without these forms it is impossible for you to sell your property - £50.00.

Unregistered Land - according to recent surveys around 75% of land in England and Wales is now registered at the Land Registry with a title number. This registration process makes conveyancing much simpler for lawyers as the property can now be purchased/sold simply by the property’s title number. However when properties are unregistered the solicitor must draft additional papers (if selling) or submit substantially more paperwork (if buying). Furthermore the enquiries process is much more difficult or

lawyers as the lawyer must ensure all papers are available to enable the property to be registered at the Land Registry with a title number – hence why this is additional work - £100.00.

Leasehold - buying and selling leasehold properties are much more complicated than purchasing a freehold property as there is so much more information to collate prior to the property transaction going through. For example your lawyer will need to check the lease, be on the look out for restrictive covenants, apportion ground rent and service charge, satisfy the restrictions on your title, give notice to your landlord, review the LPE1 and Management Pack etc. Depending on the complexity of the job and the knowledge this firm has on the property a fixed fee set by the lawyer will be agreed with you as soon as reasonably possible in the transaction - £150.00-£300.00.

Help to Buy Wales - many developers in Wales give prospective home buyers the opportunity to purchase new build homes with the helps of an equity loan from Help to Buy Wales. This is a shared equity loan from Help to Buy Wales (which is backed by Welsh Government) on new builds up to £300,000.00 – whereby the buyer places a minimum of 5% deposit on the build and Help to Buy Wales will provide an equity loan up to 20% of the purchase price. However only accredited firms like Kevin Lane & Company can undertake this work and the additional works needed to get this loan through and register it properly on your deeds is substantial - £250.00.

Indemnity Policies - when selling a property your buyer may become aware that you have a lack of paperwork to sell which means the property cannot be sold. To fill this void the seller is likely to be asked to provide an indemnity policy to indemnify the new owner against future enforcement when they move into the property. Thus a seller will require their lawyer to draft, order, pay for and implement this policy on your behalf - £50.00.

New Build Properties - new build properties are notoriously renowned for being much more difficult to purchase as the development is brand new. For example your lawyer must check the drains, roads, rights of way, NHBC Guarantees, Incentive Forms, Planning Permissions, Building Consent - £250.00.

Admin Fee for Transfer of Funds - at the end of a transaction it is likely that you will have to instruct us to transfer monies to another party. For example in sales you will instruct us to pay estate agents, you may ask us to redeem your mortgage, request indemnity policies or you may ask us to transfer the net balance from sale to you. In purchases you will ask us to receive funds from you/the mortgage company, then transfer it to the seller. Furthermore on Leaseholds you may instruct us to send funds to the management company or the leaseholder. Obviously this is additional work involving large sums of money. Thus to ensure this work is undertaken properly to enable your deal to go through this firm will charge if necessary a fixed fee of per file – regardless of the amount of transaction - £25.00.

SDLT5 Certificate - as you may be aware on the 1<sup>st</sup> April 2018 the collection of Stamp Duty was devolved to Welsh Government and now all Welsh Properties are purchased under the Land Transaction Tax (thus Stamp Duty is no longer in existence in Wales). However if you are purchasing a property in England this system is still in play, however all purchasers of property in England will now be charged a fixed fee to enable us to obtain the SDLT5 certificate to complete your purchase - £75.00.

Buying a Repossessed Property - our experience with buying repossession properties is that time is very much of the essence in these matters. For example the mortgagee in possession will advise that you must obtain an exchange of contract on this property within 14/28 days which means the lawyer working on your file must work much more quickly and efficiently than in normal transactions. Thus to ensure the works are completed within these time constraints and properly this would class as additional work at speed to ensure your workload is prioritised to purchase your property - £150.00.

Defects in Title and other Sundry Matters - from time to time a transaction may have additional works which could not be foreseen by the lawyer. For example selling land which is possessory title and updating the title to absolute title. Another example could be that your mortgage company have included a bespoke special condition in the mortgage offer which means additional works are required. Obviously

in these scenarios the lawyer will have to complete additional works to ensure your transaction completes whilst protecting your position in the deal - thus additional costs must be agreed between parties to allow this to happen – TBC.

## **9. FINANCIAL ARRANGEMENTS WITH CLIENTS**

Our practice's policy is not to accept cash from clients over £500.

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.

Where we have to pay monies to you it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

### **MONEY LAUNDERING REGULATIONS 2007 and Financial Transactions**

We are required by anti money laundering legislation to obtain proof of identity from clients for whom we act. Accordingly, you may be asked to supply us with the requisite information. In order to enable us to satisfy our obligations under these Regulations and related legislation, it will almost always be necessary for you to supply appropriate proof of identity before we are able to act or continue to act for you or for any principal whom you may represent. We will also not be able to receive any funds from, or pay any funds to you or on your behalf unless all necessary identification and other procedures have been satisfied for the purposes of the Regulations. Any failure or delay on your part to provide us with any requested documentation or information may mean that we cannot act for you or must cease acting for you.

For individuals and partnerships, proof of identity will usually be a current valid passport, driving licence, recognised identity card or equivalent showing your name, date of birth and photograph together with a current utility bill or equivalent confirming your address. For companies, we will usually require a copy Certificate of Incorporation or copy audited statutory accounts together with personal identification as above in respect of some or all of the company's Directors. In the case of a company incorporated overseas, there should also be a Certificate from lawyers qualified in the relevant jurisdiction to the effect that the company is properly incorporated, together with evidence of the company's Directors and of the authority and identity of the persons instructing us.

We are required to keep these records for a minimum period of five years. Where we already hold the above informed as we have acted on your behalf before in connection with another matter, we may require further documentation from you in order to update our records.

Any cheque you give us should be a personal cheque from you drawn on a UK bank account in your name.

Any money received and paid out must relate to the underlying transaction/case. We are not permitted by the SRA Accounts Rules to simply act as a banker and receive money from you or a third party and pay it out on your behalf. All payments in and payments out must be related to and recorded on your matter file.

### **PROCEEDS OF CRIME ACT 2002**

The Proceeds of Crime Act 2002 can oblige us to report information about financial offences to the National Crime Agency. In particular, if it seems that any assets involved in your matter were derived from a crime we may have to report it. This can include even small amounts of money and covers all offences, including, for example, tax evasion and benefit fraud.

If we have to make a report we may not be able to tell you that we have done so. A report may result in an investigation by the police, the Inland Revenue or other authorities. The law contains exceptions. If you are concerned about how this may affect you, please ask us to clarify until we are satisfied with the source of the money or funds. We shall not be liable for any loss, damages, penalties, costs, interest or charges which you may suffer or incur.

## **MORTGAGE FRAUD**

If we are also acting for your proposed lender (e.g. bank/building society) in a purchase/remortgage transaction, we will have a duty to reveal to your lender all relevant facts about the purchase and mortgage. This includes any differences between your mortgage application and information we receive during the transaction and any cash back schemes or discount schemes that a seller is giving you.

**Deposit Protection Scheme** – the Financial Services Compensation Scheme (FSCS) in the event of bank failure

- We are unlikely to be held liable for losses resulting from a banking failure.
- The name of our bank in which your money will be held is Barclays.
- The £75,000 FSCS protection limit applies to you as an individual client, and so if you hold other personal monies yourself in the same deposit-taking institution (e.g. bank) as our client account, the limit remains £75,000 in total.
- If you are a corporate body client and are not considered a small company by FSCS, then you will not be eligible for compensation.
- Deposit-taking institutions (like banks) have several brands, i.e. where the same institution is trading under different names. You should check either with your deposit-taking institution, the FCA or a financial advisor for more information.
- We will assume by your acceptance of these terms of business that we have your consent for the disclosure to the FSCS of your details in the event of a deposit-taking institution (bank) failure.

## **10. PROVIDING EXEMPT FINANCIAL SERVICES**

We are not authorised under the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Service Register at <http://register.fca.org.uk>.

The firm complies with the insurance mediation rules as set out in Rule 9 of the SRA Handbook and our Insurance Mediation Officer is Kevin Lane.

## **11. MAKING A DISCLOSURE**

We are professionally and legally obliged to keep your affairs confidential. However, (as set out above) solicitors may be required by statute to make a disclosure to the National Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist finances. If we make a disclosure in relation to your matter we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may be not be able to tell you why.

## **12. STORAGE OF DOCUMENTS**

After completing the transaction we reserve the right to hold all your papers and documents while there is money owed to us for the fees and expenses outstanding. Please note that at the conclusion of any sale, purchase or conveyancing matter, relevant original documentation such as Indemnity Policies, Planning Permissions, Building Regulations etc will be given to you. We may or may not keep copies. If we do, they will only be retained for six years so you have a responsibility of preserving all the original documents that are sent to you. We will keep the file of papers for up to six years except those papers that you ask to be returned to you. We keep files on the understanding that we can destroy them six years after the date of the final bill. We will not destroy documents you ask us to deposit in safe custody. If we take papers or documents out of storage in relation to continuing or new instructions to act for you we will not normally charge for such retrieval. However, we may charge you both for time spent producing stored papers that are requested, reading correspondence or other work necessary to comply with your instructions in relation to the retrieved papers. This will be charged at the rate prevailing at that time currently £50 plus VAT.

## **13. CONFIDENTIALITY, VETTING OF FILES AND QUALITY STANDARDS**

External firms or organisations such as the Solicitors Regulation Authority and the Law Society's CQS Department may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files.

All inspections are, of course, conducted in confidence. If you prefer to withhold consent, work on your file will not be affected in any way. Since very few of our clients do object to this we propose to assume that we do have your consent unless you notify us to the contrary. We will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters which we conduct on your behalf. Please contact us if we can explain this further or if you would like us to mark your file as not to be inspected. If you would prefer to withhold consent please put a line through this section in the copy letter for return to us.

## **14. LIMITED LIABILITY**

Liability to you for a breach of your instructions shall be limited to three million pounds unless we expressly state a higher amount in the letter accompanying these terms of business. We will not be liable for any consequential special indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.

We can only limit our liability to the extent that the law allows. In particular we cannot limit our liability for death or personal injury caused by our negligence.

Please ask if you would like us to explain any of the terms above.

Any dispute or legal issue arising from our terms of business will be determined by the Law of England and Wales and considered exclusively by the English and Welsh Courts.

## **15. COMPLAINTS**

All firms of Solicitors are obliged to attempt to resolve problems that clients may have with the service provided. It is therefore important that you immediately raise your concerns with us. We value you and would not wish to think you have any reason to be unhappy with us.

This firm is committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received or about the bill, please contact Mr Kevin Lane on (01639) 893700 or by email at [kevin.lane@kevinlane.co.uk](mailto:kevin.lane@kevinlane.co.uk) or by post to our Office at 11 Courtland Place, Port Talbot, SA13 1JJ. We have a procedure in place which details how we handle complaints which is available at our Office on request. We have 8 weeks to consider your complaint. If we have not resolved it within this time you may complain to the Legal Ombudsman.

Under the Solicitors Act 1974 a client may make an application to the Court for taxation of this bill. Please note that if this option is exercised then it may limit your rights to complain about our bill to the Legal Ombudsman.

If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman of PO Box 6806, Wolverhampton, WV1 9WJ ([www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)) – telephone 0300 555 0333) to consider the complaint. Normally, you will need to bring a complaint to the Legal Ombudsman within 6 months of receiving a final written response from us about your complaint or within 6 years of the act or omission about which you are complaining occurring (or if outside of this period, within 3 years of when you should reasonably have been aware of it).

If the Ombudsman considers there are exceptional circumstances (e.g. serious illness or you were still within the time limits when you made your initial complaint to them) then he/she may extend any of the above time limits to the extent that he/she considers fair.

If you refer your complaint to the Legal Ombudsman as a trustee/personal representative (executor/administrator) or beneficiary of the estate/trust of a person who, before they died, had not referred the complaint to the Legal Ombudsman the period runs from when the deceased should reasonably have known there was cause for complaint and when the complainant (or the deceased) should reasonably have known there was a cause for complaint will be assessed on the basis of the complainant's (or deceased's) own knowledge, disregarding what the complainant (or the deceased) might have been told if he/she had sought advice.

If your complaint is specifically about our bill, you have the right to object to it and apply for an assessment of it under part III of the Solicitors Act 1974. If you should choose to exercise this right, and the court is assessing our bill, you may be unable to use the Legal Ombudsman service.

If you are complaining as a business client, unless you are a “micro business” (as defined by the European Union) you may not be able to use the Legal Ombudsman scheme and should check the guidance on Legal Ombudsman's website.

Alternative complaints bodies such as Ombudsman Services [www.consumer-ombudsman.org](http://www.consumer-ombudsman.org) exist which are competent to deal with complaints about legal services should both you and our firm wish to use such a scheme.

We do not agree to use Ombudsman Services but are obliged from 1<sup>st</sup> October 2015, under European Directive 2013/11/EU to make you aware of an ADR approved body.

## **16. AUTHORITY**

If we are acting for you jointly we need authority for us to accept instructions from either of you.

## **17. CONFIRMATION SECTION – MUST BE SIGNED BY ALL CLIENTS IN ANY EVENT**

I/We acknowledge having received a copy of these terms and conditions of business at the time of my/our instructing Kevin Lane & Company to act on my/our behalf and confirm that the identification documents have been provided as indicated about and otherwise the client questionnaire has been completed correctly to the best of my/our knowledge.

*\*Please note that if we do not receive from you the signed Client Care Letter and signed Terms and Conditions of Business we will assume you are happy to proceed subject to the contents and terms of the said documents\**

**SIGNED:**

**DATED:**

**SIGNED:**

**DATED:**

## MONEY LAUNDERING DOCUMENTATION

### WE NEED TWO DOCUMENTS FROM YOU

**ONE** proof of personal identification from **List A** attached and

**ONE** proof of residence from **List B** attached- the documents in List B must not be more than 3 months old.

You can provide us with these documents in **ONE** of the following ways:

**EITHER** 1. **PERSONAL ATTENDANCE**

Attend our office in person with the documents so that we can take copies and certify them.

**OR** 2. **SEND ORIGINALS**

You may send us the originals so that we may copy and return them at your own risk.

**OR** 3. **SEND COPIES**

We can accept certified copies. The copy documents can be certified by a person in a position of responsibility who knows you and who can confirm your permanent address. People who fall into this category are doctors, dentists, solicitors, ministers of religion, teachers, hostel managers, social workers, care home managers, probation officers, police officers, civil servants, Justices of the Peace, local or county Councillors. The overriding requirement is that the person certifying the document must be capable of being contacted if necessary and their contact details should be obtained. You cannot certify your own identification evidence. Each copy document should be certified as set out below and should be dated. The person certifying the document should place their contact name, landline telephone number as well as sign it.

If you choose this option please ask the relevant person to use the following wording on the copy document

*I certify that this is a true copy of the original document which I have seen on the date mentioned below*

*Signed:*

*Dated:*

*Name of Signatory:*

*Address of Signatory:*

*Occupation of Signatory:*

*Telephone number of Signatory:*

**LIST A – EVIDENCE OF PERSONAL IDENTIFICATION – One from this list**

1. Current signed passport
2. Current EEA or UK photo-card driving license or a blue disabled driver's pass
3. Current full UK driving license (old version) – old style provisional licences will not be accepted
4. Original notification letter from the Department for Work and Pensions (DWP) confirming the right to benefits
5. Self-Employed in the Construction Industry - current photographic registration cards for Individuals and partnerships CIS4, CIS4(1) and CIS6
6. HM Revenue and Customs tax notification – not a P45 or P60 Form
7. Current shotgun or firearms certificate
8. EEA Member state identity card (please note that UK National Identity cards are no longer valid as proof of identity for anti-money laundering purposes)
9. Residence permit issued by the Home Office to EU Nationals on sight of their own country passport

**LIST B – EVIDENCE OF ADDRESS – One from this list**

1. Utility bill or Statement e.g. – Water Rates, Electricity, Gas Visa etc.
2. Local Council Tax bill for current year
3. Bank, Building Society or Credit Union passbook or statement
4. Recent original mortgage statement

Model Cancellation Form

To: Kevin Lane & Company  
11 Courtland Place  
PORT TALBOT  
SA13 1JJ

Fax No: 01639 893744

Email: [kevin.lane@kevinlane.co.uk](mailto:kevin.lane@kevinlane.co.uk), [julie.james@kevinlane.co.uk](mailto:julie.james@kevinlane.co.uk)

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract for the provision of the following service [\*]:-

Name of Client(s):

Address of Client(s):

Signature of client(s):

Date:

[\*] Delete as appropriate.