

Solis Law Limited

TERMS AND CONDITIONS OF BUSINESS

Solis Law Limited
1st Floor Landmark House
Station Road
Cheadle Hulme
SK8 7BS

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1. INTRODUCTION

This purpose of this booklet is twofold.

1. To provide you with the information to which you are entitled pursuant to The Provision of Services Regulations 2009.
2. To inform you of the terms of engagement under which we will carry out your legal work.

You will receive with this booklet a letter setting out details of the charges applicable to the matter in respect of which we act on your behalf and the main features of the service we intend to provide. This letter will also form a part of the terms and conditions of business between us.

The terms set out in this booklet will apply to all work we do of any nature whatsoever unless variation is agreed to these terms in writing.

Having regard to Unfair Terms and Consumer Contracts Regulations 1999 it is hereby agreed that all terms and conditions herein contained have been individually negotiated.

2. CONTACT DETAILS

Our office is in Cheadle Hulme at:

1st Floor
Landmark House
Station Road
Cheadle Hulme
SK8 7BS

Our other contact details are as follows:

(T) 0161 485 1648
(F) 0161 485 1924

Please feel free to use whichever means of contact suits you best. All of them provide direct and rapid communication with our office

The normal hours of opening of our office are 9am to 5pm Monday to Thursday and 9am to 4pm on Friday. Appointments can be arranged outside these hours when essential to the interests of a client.

3. REGULATORY INFORMATION

Solis Law Limited is regulated by the Solicitors Regulation Authority under number 606970.

Solis has compulsory professional indemnity insurance with Travellers Insurance Company Limited whose registered office is at Exchequer Court, 33 St Mary Axe, London EC3A 8AG

Solis is governed in its activities by the Solicitors Code of Conduct

4. CLIENT DUE DILIGENCE

The law requires solicitors to get satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money.

To comply with the law, we need to get evidence of your identity as soon as possible. At Appendix 2 we attach copies of the Anti-Money Laundering Regulations and the Confirmation of Identity Form we require you to complete. If you cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity.

5. MORTGAGE FRAUD

Please note that if you are getting a mortgage we have a duty to fully 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
- Any cash back payments or discount schemes that a seller is giving you
- Any gifts of money given to you to fund the purchase of the property.
- We will need you to verify where your contribution/balance to complete is from by inspecting a copy of your bank or building society statement which holds the funds you will be using

6. OUR COMPLAINTS POLICY

Solis 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 Amy Austin by any one of the means detailed on page 3 or by post to our office.

What will happen next?

1. We will send you a letter acknowledging receipt of your complaint within three days of receiving it, enclosing a copy of this procedure.
2. We will then investigate your complaint. This will normally involve passing your complaint to one of the Company Directors who will review your file and speak to the member of staff who acted for you.
3. We will then invite you to a meeting to discuss and hopefully resolve your complaint. We will do this within 14 days of sending you the acknowledgment letter.
4. Within three days of the meeting, we will write to you to confirm what took place and any solutions we have agreed with you.
5. If you do not want a meeting or it is not possible, we will send you a detailed written reply to your complaint, including our suggestions for resolving the matter, within 21 days of sending you the acknowledgment letter.

6. At this stage, if you are still not satisfied, you should contact us again and we will arrange for appropriate alternative investigation such as review by another local solicitor or mediation to review the decision.
7. We will write to you within 14 days of receiving your request for a review, confirming our final position on your complaint and explaining our reasons.

If we have to change any of the timescales above, we will let you know and explain why. If you are still not satisfied, you can then contact the Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ; 0300 555 0333 (E) enquiries@legalombudsman.org.uk about your complaint. Any complaint to the Legal Ombudsman must usually be made within six months of the end of our work for you or within six months of you finding out there was a problem.

If you are still not satisfied with our bill, you may also have a right to object to the same by applying to the court for an assessment under Part III of the Solicitors Act 1974.

If all or part of the bill remains unpaid we may be entitled to charge interest – see page 9.

Alternative complaints bodies (such as Ombudsman Services – www.ombudsman-services.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.

7. CONFIDENTIALITY

We are professionally and legally obliged to keep your affairs confidential.

MAKING A DISCLOSURE

It is possible that during the course of the work we undertake certain information may have to be disclosed to third parties. We will only disclose such information having discussed the matter with you, having obtained your consent to disclose such information or where we are under a professional obligation to do so.

In addition, a solicitor is now under a duty to notify the National Crime Agency (“NCA”) if he has reasonable grounds for suspecting that a person may be in possession of the proceeds of crime as defined in the Act. In such circumstances we reserve the right to notify NCA of any such suspicion and to apply to them for clearance to proceed with any relevant transaction on your behalf. In those circumstances, we will not inform you of what we have done even though this action may involve delays to any transaction in which you or we may be engaged (on your behalf) and in such circumstances any liabilities incurred by reason of such delays or seeking clearance from NCA are excluded and we do not accept liability for any claims, costs, expenses or demands howsoever incurred even if the transaction in question were to prove abortive by reason of such delays or the notification itself.

8. FINANCIAL ARRANGEMENTS WITH CLIENTS

Our practice’s policy is not to accept cash from clients exceeding the sum of £500.00.

If you decide 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 money to you, it will be paid by cheque or bank transfer. It will not be paid in cash nor to a third party.

9. WORK ON YOUR BEHALF

We achieve a high standard of service, we specialise in two particular areas of law: commercial and commercial property work. This means that your matter will, throughout, be handled by an experienced lawyer who will have the day-to-day conduct of your matter and you should therefore address all questions regarding the progress of the matter either to that lawyer or to his/her assistants. During the course of the matter you will be kept fully advised of all developments on a regular basis either by telephone, email or letter.

The solicitor who sends you the terms of engagement will conduct most of the work undertaken on your behalf personally. Where appropriate, the conduct of all or any part of your transaction may be delegated to another member of staff where this is more cost effective or in the best interests of your transaction.

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10. VETTING OF FILES AND CONFIDENTIALITY

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

Our accountants are:

Thompson Jones LLP Chartered Accountants 2 Heap Bridge, Bury, Lancs, BL9 7HR
Contact: Mr P Carlin.
Tel: 0161 272 0022 DL: 0161 447 8351 Fax: 0161 447 8366
www.tjca.co.uk

Should you have concerns about this firm having access to any of your files in our possession please inform us immediately.

11. SERVICE STANDARDS

We will update you by telephone or in writing with progress on your matter regularly and in any event not less than every six weeks, unless agreed to the contrary.

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 cost of your matter every six months.

We will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances.

12. RESPONSIBILITIES

We will review your matter regularly.

We will advise you of any relevant 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.

You will provide us with clear, timely and accurate instructions.

13. TERMINATING THE RETAINER

You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents whilst there is money owing to us for our charges and expenses.

In some circumstances, we may consider that we ought to stop acting for you, for example, if you do not comply with our payment terms, if you do not put us in funds to enable us to complete a matter or pay disbursements where requested, your misconduct or dishonesty in providing instructions, or if you ask us to act in an unreasonable manner. In such circumstances, we will give you reasonable notice that we are to stop acting for you.

If you or we decide that we no longer act for you, you will have to pay our charges on an hourly basis and expenses as set out in these terms and conditions and in any correspondence that has been sent to you up to that date.

14. LIEN

It is not unprofessional for a solicitor to retain papers and property belonging to the client pending payment of professional costs owed by that client where the retention is a proper exercise of a solicitor's lien. It would normally be acceptable for these papers to be transferred to the new solicitor upon receipt of a satisfactory undertaking from that new solicitor in respect of the outstanding costs.

15. STORAGE OF PAPERS AND DOCUMENTS

After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.

We will keep our file of your 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; and
- reading correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

16. FINANCIAL SERVICES AUTHORITY AND BANKING

Monies paid to us are paid into our clients' accounts a regulated by the Solicitors Regulation Authority and the Solicitors' Code of Conduct 2011 and the Solicitors' Accounts Rules 1998.

We are thereby required to notify you that:-

- The Financial Services Compensation Scheme ("FSCS") covers deposits belonging to clients up to £50,000 per client per bank or authorised lending institution.
- This £50,000 is personal to you, so if you hold other monies with the same bank and it fails, the FSCS limit of £50,000 would apply to all deposits whether held by you directly or by us.
- Some banks and deposit taking instructions have difference brand names but are in reality a single institution for FSC purposes. You should check with your bank, the FSA or a financial adviser for more information.
- If a bank fails, in order to receive compensation from FSCS we must notify FSCS with details of all clients, which we can only do with your consent. Accordingly, your acceptance of these terms and conditions shall be deemed to be such consent for these purposes.

If a bank in which we deposit money fails, it is unlikely that we will be held liable for the losses resulting from the bank failure. This view follows the Law Society as stated in their practice note of 8th January 2009. However, our liability in the event of such banking failure is hereby excluded.

17. LIMITING LIABILITY

Our liability to you for a breach of your instructions shall be limited to £3,000,000.00, 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 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.

18. PAYMENT OF INTEREST

Any money received on your behalf will be held in our client account. Interest will be calculated and paid to you at the rate set by HSBC Bank Plc for their instant access current account. That of course may change. The period for which interest will be paid normally runs from the date(s) when funds are received by us until the date(s) on the cheque(s) issued to you. The payment of interest is subject to certain minimum amounts and periods of time set out in the Solicitors' Accounts Rules 2011. To cover the administration of interest we shall be entitled to charge a fee of £75.00 plus VAT. Unless interest exceeds that level we will not charge the fee but conversely will not account to you for interest below that level.

19. OUR FEES

Fees General

Our charges will normally be calculated by reference to the time spent in dealing with your case or transaction unless otherwise indicated to you in writing. All fee earning members of staff are required to record any time they spend working on your case or transaction and this includes attending upon you and others, perusing and considering documents, correspondence, telephone call, travelling and waiting time. Letters and emails written and telephone calls are usually charged on the basis of 6 minute units and should, for example, a telephone call last more than 6 minutes then the charge will increase based upon increments of further 6 minute units. Incoming letters and emails will be charged on the basis of a 3 minute unit unless the

letter and accompanying documents exceed 2 pages in which case they will be charged at 3 minute units per page. Each fee earner at this practice has a given hourly rate and these rates are reviewed annually every September. You will be advised in advance of any increase in the hourly rate to be charged by the fee-earning members of staff acting on your behalf.

The hourly rate includes an estimate of the uplift for what is generally called the “care and conduct” aspect of the charge. This may vary, and is usually dependent upon:

- The degree of urgency in your case or transaction
- The complexity of your case or transaction
- The importance of your case or transaction
- The amount of any money involved in your case or transaction
- The skill and experience of the solicitor

If your instructions mean we have to work outside normal office hours, we reserve the right to increase the level of the hourly rate/s. You will be notified in writing of any increased rate.

In certain commercial transactions we may agree to base our charges upon a percentage of the value of the transaction. In property transactions and in certain commercial transactions or in transactions involving large amounts of money or benefit to the client we may base our charges on the time spent and by referring to a value element, such as the price of the property or the value of the financial benefits. The value element reflects the importance of the transaction and the responsibility placed on the firm and we will write to you separately if the value element will apply in your case. You will be advised in writing at the outset of your matter of the fees to be charged.

VAT

Each fee earners’ hourly charging rate at this practice is exclusive of VAT and this will subsequently be added to all invoices.

Disbursements

Disbursements are fees that we have to pay to third parties on your behalf. Examples of these are court fees, barristers’ fees, Land Registry fees or probate fees. We have no obligation to meet such payments on your behalf unless we have received from you monies in respect of the disbursements and, therefore, you will normally be requested to make payment of the disbursements before we incur it or pay it. VAT is payable on certain disbursements.

Other Charges

We make charges for processing bank transfers and Companies House enquiries. Our charges for bank transfers are £30 plus VAT of £6.00. Of this, either £8 or £10 is the fee charged to us by our Bank and the remainder is our cashier’s administration charge. In relation to Companies House fees our charges are £20 plus VAT per enquiry of which between £1 and £10 is the charge to this Company made by Companies House. The remainder is an administration charge for our executives to process the enquiry.

Estimates

It is often difficult to estimate how many hours’ work will be necessary to complete your case or transaction. In the covering letter accompanying these Terms of Business you will be provided the best information possible about the likely overall costs but if the amount of work is greater than first envisaged we will inform you as soon as possible and will keep you regularly advised in respect of the level of costs which you incur during your case or transactions.

Payment Terms

It is normal practice to ask clients to make payments on account of anticipated costs and disbursements and indeed interim bills may be delivered to you. We will send a final bill on or after completion of the work. Alternatively we will send you a completion statement prior to completion in a property or commercial matter. If you have any query about your bill, you should contact the fee earner acting on your behalf straight away. All invoices should be settled within a maximum period of 28 days from the date on the bill, if not sooner.

It is an express term of our retainer on commercial and property transactions that we are paid on completion and we reserve the right to delay completion if arrangements are not in hand to settle our costs and disbursements. We reserve the right to withhold or delay completion unless and until arrangements are made for the payment of your account. Any consequential problems, losses or expenses incurred as a direct result of us exercising this right will be your sole responsibility. You further authorise us to transfer funds between any client accounts which we hold and which contain your money and furthermore you authorise us to deduct our fees from any funds we receive or hold on your behalf.

Suspension of Work

In the event of payments being requested and not paid within the 28 day limit we will suspend work on all matters where we are acting on your behalf until we receive payment from you.

Interest

Interest will be charged on bills which are not paid within that time at the default rate under the Late Payment of Commercial Debts (Interest) Act 1998. This interest will be charged on a daily basis.

Methods of Payment

We accept payment by the following methods:-

1. Cash up to a maximum of £500.00 per transaction and a maximum of 1 transaction per calendar month by any one Client.
2. Cheque (see note 7 below regarding clearance) from the Clients own bank account or building society account. In respect of any cheque from a third party we will require evidence that the source of the cheque is from the Clients own or joint account.
3. Direct bank transfer from Clients own or joint bank account into our Client account. Please note BACS transfer will not be cleared until they have been in our account for 2 working days. CHAPS payments are cleared funds upon receipt into our account.

20. DATA PROTECTION

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

- updating and enhancing client records
- analysis to help us manage our practice
- statutory returns
- legal and regulatory compliance

Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties. You have a right of access under data protection legislation to the personal data we hold about you.

21. EQUALITY AND DIVERSITY POLICY

Solis is committed to promoting equality and diversity in all its dealings with clients, third parties and employees. A copy of our equality and diversity policy is attached as Appendix 1.

22. APPLICABLE LAW

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.

APPENDIX 1

EQUALITY AND DIVERSITY POLICY

Commitment

We are committed to eliminating unlawful discrimination and to promoting equality and diversity within our policies, practices and procedures.

We are also committed to promoting equality and diversity in the firm. This applies to our professional dealings with clients, staff and officers of the firm, other solicitors, barristers and third parties.

We shall treat everyone equally and with the same attention, courtesy and respect regardless of:

- a) sex (including marital status, gender, pregnancy, maternity and paternity)
- b) sexual orientation
- c) race or racial group (including colour, nationality and ethnic or national origins)
- d) religion or belief
- e) age
- f) caring responsibility
- g) disability

Legislation

We will take all reasonable steps to ensure that we and our staff do not unlawfully discriminate under:

- a) the Equal Pay Act 1970
- b) the Sex Discrimination Act 1975
- c) the Race Relations Act 1976
- d) the Disability Discrimination Act 1995
- e) the Employment Rights Act 1996
- f) the Human Rights Act 1998
- g) the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000
- h) the Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2000

- i) the Employment Equality (Sexual Orientation) Regulations 2003
- j) the Employment Equality (Religion or Belief Act) Regulations 2003
- k) the Work and Families Act 2006
- l) the Employment Equality (Age) Regulations 2006; and
- m) any other relevant legislation in force from time to time relating to the discrimination in employment and the provision of goods, facilities or services.

Meeting client needs – General statement

We will treat all clients equally and fairly and not unlawfully discriminate against them. We will also, wherever possible, take steps to promote equal opportunity in relation to access to the legal services that we provide, taking account of the diversity of the communities that we serve.

Identifying client needs

We are committed to meeting the diverse needs of clients. We will take steps to identify the needs of clients in our community and develop policies and procedures setting out how we will meet clients' needs and for ensuring the services we provide are accessible to all. We will take into account, in particular, the needs of clients with a disability and clients who are unable to communicate effectively in English. We will consider whether particular groups are predominant within our client base and develop appropriate policies to meet their needs.

Dealings with third parties – General statement

We will not unlawfully discriminate in dealings with third parties. This applies to dealings with other legal service providers and general procurement.

Dealings with barristers

The firm will instruct barristers on the basis of their skill, experience and ability and not unlawfully discriminate, or encourage barristers' clerks to discriminate on the grounds of their age, gender, marital status, race, religion or belief, sexual orientation or on the grounds of disability.

Employment – General statement

As an employer, we will treat all employees and job applicants equally and fairly and not unlawfully discriminate against them. This applies equally to voluntary positions and anyone undertaking work experience with us. This will, for example, include arrangements for recruitment and selection, terms and conditions of employment, access to training opportunities, access to promotions and transfers, grievance and disciplinary processes, demotions, selections for redundancies, dress code, references, bonus schemes, work allocation and any other employment related activities.

Recruitment and selection

The firm recognises the benefits of having a diverse workforce and will take steps to ensure that:

- i) we endeavour to recruit from the widest pool of qualified candidates practicable;
- ii) employment opportunities are open and accessible to all on the basis of their individual qualities and personal merit;
- iii) where appropriate, positive action measures are taken to attract applications from all sections of society and especially from those groups which are unrepresented in the workforce;
- iv) selection criteria and processes do not unlawfully discriminate on the grounds of sex (including marital status, gender reassignment, pregnancy, maternity and paternity), sexual orientation (including civil partnership status), religion or belief, age or disability, other than

- in those instances where the firm is exercising permitted positive action or a permitted exemption;
- v) wherever appropriate and necessary, lawful exemptions (genuine occupational requirements) will be used to recruit suitable staff to meet the special needs of particular groups;
 - vi) all recruitment agencies acting for the firm are aware of requirements not to discriminate and to act accordingly.

Conditions of service

We will treat all employees equally and create a working environment which is free from unlawful discrimination and which respects the diverse backgrounds and benefits of employees. Terms and conditions of service for employees will comply with anti-discrimination legislation. The provision of benefits such as flexible working hours, maternity and other leave and arrangements, performance appraisal systems, dress code, bonus schemes and other conditions of employment will not unlawfully discriminate against any employee on the grounds of their age, gender, marital status, race, religion or belief, sexual orientation or on the grounds of disability.

Promotion and career development

Promotion within the firm will be made without reference to any of the forbidden grounds and will be based solely on merit. The selection criteria and processes for recruitment and promotion will be kept under review to ensure that there is no unjustifiably discriminatory impact on any particular group.

While positive action measures may be taken in accordance with relevant anti-discrimination legislation to encourage applications from under-represented groups, appointments to all jobs will be based solely on merit. All employees will have equal access to training and other career development opportunities appropriate to their experience and abilities. However, we will take appropriate positive action measures (as permitted by the anti-discrimination legislation) to provide special training and support for groups which are under-represented in the workforce and encourage them to take up training and career development opportunities.

Training Plan

We will identify equality and diversity training needs and draw up a plan to address these as appropriate to their responsibilities. The plan will include details of the sort of training that will be provided, who will be trained, when training will be provided and who is responsible in the firm for ensuring that training is delivered. Employees will be informed of this equality and diversity policy and training plan.

Working with other organisations

All those staff who act on behalf of Solis will be informed of this equality and diversity policy and will be expected to pay due regard to it when conducting business on the firm's behalf. In all its dealings, including those with directors, suppliers, sub-contractors and recruitment agencies, the firm will seek to promote the principles of equality and diversity.

Implementing the policy

Responsibility

Ultimate responsibility for implementing the policy rests with Solis. Solis will appoint a senior person within it to be responsible for the operation of the policy. All employees and the firm's directors are expected to pay due regard to the provisions of this policy and are responsible for ensuring compliance with it when undertaking their jobs or representing the firm.

Acts of unlawful discrimination on any of the forbidden grounds by employees or the directors of the firm will result in disciplinary action. Failure to comply with this policy will be treated in a similar fashion. The policy applies to all who are employed in the firm and to all directors.

Complaints of discrimination

The firm will treat seriously all complaints of unlawful discrimination on any of the forbidden grounds made by employees, directors, clients, barristers or other third parties and will take action where appropriate.

All complaints will be investigated in accordance with the firm's grievance or complaints procedure and the complainant will be informed of the outcome.

We will also monitor the number and outcome of complaints of discrimination made by staff, clients, directors, barristers and other third parties.

Monitoring

- 1) We will monitor and record equal opportunities information about staff and directors on the basis of age, gender, ethnicity and disability.

- 2) Where it is possible to do so, and where doing so will not cause offence or discomfort to those whom it is intended to protect, we will monitor the sexual orientation and religion or belief of staff and directors so as to ensure that they are not being discriminated against in terms of the opportunities or benefits available to them. We are aware that individuals may choose not to disclose their sexual orientation or religion or belief and that care will be taken to avoid inadvertent discrimination in such cases.

- 3) We will store equal opportunities data as confidential personal data and restrict access to this information. Equal opportunities information will be used exclusively for the purpose of equal opportunities monitoring and have no bearing on opportunities or benefits.

- 4) We will monitor all elements of:
 - i) Recruitment and selection process (applicants and existing staff and members/directors);
 - ii) Promotion and transfer;
 - iii) Training (all training opportunities not restricted to equality and diversity training);
 - iv) Terms and conditions of employment
 - v) Take up of benefits (work life balance policies, e.g. flexible working requests);
 - vi) Grievance and disciplinary procedures; and
 - vii) Resignations, redundancies and dismissals.

Review

Solis will review the operation of this policy not less than once a year (or more regularly if we identify any non-compliance or problem concerning equality and diversity issues with clients or personnel). We will take remedial action if we discover non-compliance under this policy or barriers to equal opportunities.

APPENDIX 2

ANTI-MONEY LAUNDERING REGULATIONS NOTICE

All firms of solicitors have a mandatory obligation to comply with the Money Laundering Regulations 2007. Non-compliance carried custodial and monetary penalties for directors and staff involved.

The Proceeds of Crime Act 2002 creates a number of offences. The “proceeds of crime” are any money/property/asset which has arisen as a result of any crime. They include, for example, monies (however small in value) saved as a result of tax evasion or benefit fraud whether that money has been saved or spent.

If a solicitor becomes aware of or suspects the existence of the “proceeds of crime” the solicitor must report his suspicions to the National Crime Agency (NCA) before he can continue dealing with the matter. NCA will then give or withhold permission for the solicitor to continue. Even if NCA gives permission to continue, it can pass the information received to any relevant body such as the Inland Revenue and an investigation may take place at any time in the future.

It follows from the above that, if you have any concerns about irregularities in your financial position, you may wish to seek specialist accountancy advice to correct those irregularities. Be aware that accountants are also required to comply with the provisions of the Act.

In certain circumstances, solicitors are prohibited from telling their client about a report to NCA and in addition the Act overrides the duty of solicitor/client confidentiality. Pursuant to the Regulations:

- We are required to obtain documentation to establish the identity of the client and retain this documentation in case it is required for future inspection.
- The identification documents will very much depend upon the client be they an individual, partnership, company or trust. The solicitor will at the first meeting or start of the matter state whether identification is necessary and if so set out the identity documents required.
- It is essential that these are with us within 7 days failing which, pursuant to the requirements placed on us, we are unable to continue to act for that client, until they are provided.

- If identification has not already been provided, enclosed is a Confirmation of Identity Form to be completed and returned.

CONFIRMATION OF IDENTITY

Two forms of ID are required, one to prove who you are and another to prove where you live. It is not acceptable to use the same document as proof as name and address. The acceptable forms of documentation are listed below. One form of ID from each of the lists below is required before we are able to carry out the work on your behalf.

Name 1st client.....

Name 2nd client.....

Reference.....

I enclose identification verification documents as follows:- Original documents or true certified copies only – Please tick

List A: Verification of a true full name

List B: Verification of a permanent address

	1 st Client	2 nd Client		1 st Client	2 nd Client
Current signed passport	<input type="checkbox"/>	<input type="checkbox"/>	Recent utility bill (dated in the last 3 months) (not a mobile bill)	<input type="checkbox"/>	<input type="checkbox"/>
Residence permit issued by Home Office	<input type="checkbox"/>	<input type="checkbox"/>	Local Authority tax bill (current year)	<input type="checkbox"/>	<input type="checkbox"/>
Current UK photo card Driving licence	<input type="checkbox"/>	<input type="checkbox"/>	Current UK photo card driving licence	<input type="checkbox"/>	<input type="checkbox"/>
Current full UK driving Licence (old style)	<input type="checkbox"/>	<input type="checkbox"/>	Current UK full driving licence (old style)	<input type="checkbox"/>	<input type="checkbox"/>
Benefits book/original notification letter	<input type="checkbox"/>	<input type="checkbox"/>	Benefits book/original notification letter	<input type="checkbox"/>	<input type="checkbox"/>
Firearms certificate	<input type="checkbox"/>	<input type="checkbox"/>	Solicitors letter confirming house purchase or Land Registry confirmation	<input type="checkbox"/>	<input type="checkbox"/>
National ID card	<input type="checkbox"/>	<input type="checkbox"/>	Local council rent card or tenancy agreement	<input type="checkbox"/>	<input type="checkbox"/>
Buildings industry Subcontractors certificate	<input type="checkbox"/>	<input type="checkbox"/>	Bank/building society/credit card statement or passbook containing current address (dated last 3 months)	<input type="checkbox"/>	<input type="checkbox"/>
Armed forces ID card	<input type="checkbox"/>	<input type="checkbox"/>	Mortgage statement (ast 3 months)	<input type="checkbox"/>	<input type="checkbox"/>
Inland Revenue tax notification	<input type="checkbox"/>	<input type="checkbox"/>			

Signed:..... (1st client) Date:.....

Signed:..... (2nd client) Date:.....

There are various ways the information can be provided to us:-

- You can visit our office in person with originals of your ID documents so that we can record the details and take copies of them
- You can visit the offices of another solicitor with originals of your ID so that they can record the details and take copies of them, sign the declaration at the foot of this form and send copies to us. You may be charged for this.
- In certain circumstances your bank, broker, or other approved organisation may be able to certify that they have seen originals of your ID. Again they should take details and copies and sign the declaration at the foot of this form. HOWEVER, please note that this may only be done with our prior consent as not all organisations are authorised to perform this service

What if I can't provide the documents requested?

Please do not worry if you do not have all the documents we have asked for. If you are having difficulty, just contact your solicitor so you can discuss what other proofs are acceptable.

DECLARATION

I certify that I _____ (qualification/status of Declarant) of _____ (Firm) have personally seen the original documentation referred to above and confirm that the photographic identification bears a true likeness to the applicant.

Signed:.....

Date:.....

Official Stamp of Firm or Company