

## TERMS & CONDITIONS OF BUSINESS

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### **OUR AIM**

We aim to offer our clients quality legal advice with a personal service at a fair cost. As a start, we hope it is helpful to you to set out in this statement the basis on which we will provide our professional services.

### **OUR COMMITMENT TO YOU**

#### **1) CLIENT CARE**

We will:

- Represent your interests and keep your business confidential. We will try to avoid using technical legal language when writing to you and we will deal with your queries promptly, for example we will always try to return your telephone calls on the same day.
- Identify clearly your objectives, provide you with a clear explanation of the issues involved, the options available to you and agree an appropriate level of service explaining to you the legal work which may be required to achieve these objectives and the prospects of a successful outcome
- We will outline our responsibilities, your responsibilities and ensure that you are given in writing the name and status of the person dealing with the matter and the name of the person responsible for its overall supervision together with details of who in our office will be able to access your file and answer routine queries when the case handler is out of the office. We will provide you with details of how you are best able to contact your case handler.
- Agree with you the next steps to be taken and, where possible, timescales for completing these next steps.
- Keep you informed of progress, unless otherwise agreed (see "How to Keep your Costs Down") When accepting instructions to act on behalf of a limited company, we may require a Director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of the firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses as set out earlier.
- If we receive instructions from someone other than you as the client, or by only one client on behalf of others in a joint matter, we will not proceed without checking that all clients agree with the instructions given
- We will aim to communicate with you by such method as you may request. We may need to virus check disks or e mail. Unless you withdraw consent, we will communicate with others when appropriate by e mail or by fax but we cannot be responsible for the security or correspondence and documents sent by e mail or fax.

#### **2) INFORMATION ON COST**

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We will provide any information about the costs clearly and in writing:

- At the outset we will give you the best information possible about the likely overall cost of a matter and, when appropriate, as the matter progresses
- Discuss with you how you will pay, in particular whether you may be eligible and should apply for public funding; and whether your own costs are covered by insurance or may be paid by someone else such as an employer or trade union
- Advise you if you are publicly funded on the circumstances in which you may be liable for your costs, explaining to you and providing you with current Legal Aid Agency literature on the effect of the statutory charge, your duty to pay any fixed or periodic contribution assessed and the consequences of failing to do so and inform you that even if you are successful, the other party may not be ordered to pay costs or may not be in a position to pay
- Make sure that you understand the likely degree of financial risk which you will be taking on to include advising you of your potential liability for any other party's costs and discuss with you whether your liability for another party's costs may be covered by existing insurance or whether specially purchased insurance may be obtained.
- We will account to you with deposit interest provided that no interest is payable if the amount calculated on the balance held is £20. or less.

### **3) CHARGES AND EXPENSES**

Our charges will be calculated mainly by reference to the time actually spent by the solicitors and other staff in respect of any work which they do on your behalf. This will include meetings with you and perhaps others, reading, research and working on papers, drafting of documents, correspondence, preparation of any detailed costs calculations, and time spent away from the office travelling and waiting at court hearings and advocacy at any court hearings when this is necessary and all attendances necessary to carry out your instructions.

The current hourly rates are as shown in the accompanying letter. All rates shown are exclusive of VAT, which will be charged at the rate applicable at the time of submission of invoice.

- Standard letters and emails sent are charged at 1/10 of the hourly rate, but longer communications are charged on a timed basis. Studying letters and emails received is usually charged at 1/20 of the hourly rate. Telephone calls (incoming and outgoing) are charged at 1/10 of the hourly rate. We do not charge for routine letters or telephone calls (e.g. letters acknowledging receipt)
- Our hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. If a review is carried out before this matter has been concluded, we will inform you, in writing, of any variation in the rate before it takes effect.
- In addition to the time spent, we may take into account a number of factors including any need to carry out work outside normal office hours, the complexity of the issues, the speed at which the action has to be taken, any particularly specialist expertise when the case may demand. In particular, in property transactions, the administration of estates and in matters involving a substantial financial value or benefit to the client, a charge reflecting, for example, the price of the property, the size of the estate, or the value of the financial benefit may be considered. It is not always possible to indicate how these aspects may arise but on present information we would expect them to be sufficiently taken into account in the rates which we have quoted. Where a charge reflecting any value element is to be added we will explain this to you.
- Solicitors have to pay out various other expenses on behalf of clients ranging from Land or Probate Registry fees, court fees, expert's fees (such as medical experts, barristers) fees for the provision of copy documents (medical notes, other people's photocopying charges) and so on. We have no obligation to make such payments unless you have provided us with the funds for that purpose. VAT is payable on certain expenses. We refer to such payments generally as "disbursements". We will discuss the need for appointment of experts as and when the need arises during the lifetime of your file to include providing you with information on Law Society Approved Expert Witnesses.
- If, for any reason, the matter does not proceed to completion we will be entitled to charge you for work done and expenses incurred
- We will provide all costs information to you clearly, and in writing, at agreed intervals, e.g. six monthly.

### **4) COST TOTALS AND CEILINGS**

- It is not always possible to accurately estimate how many hours of work, letters and telephone calls will be necessary to complete the matter. We will inform you if any unusual difficulties arise or if anything occurs which will have a substantial effect upon costs.
- We appreciate that you may be worried about costs and we would be pleased to discuss these with you at any time.

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- If you so wish you can inform us in writing of a ceiling beyond which we will not proceed without your agreement. On reaching that limit, we will report to you and you will then be able to decide whether you wish to set a revised limit on costs to be incurred without further agreement with you.

### **5) INTERIM BILLS AND PAYMENT OF OUR COSTS**

- It is normal practice to ask clients to pay sums of money on account of the charges and expenses which are expected in the following weeks or months. This is common practice. We also find that this helps clients in budgeting for costs as well as keeping them informed of the legal expenses which are being incurred. If such requests are not met with prompt payment, delay in the progress of the case may result. In the unlikely event of any bill or request for payment not being met, this firm must reserve the right to stop acting for you further.
- Payment is due to us within 28 days of our sending you a bill. Interest will be charged at 8% per annum on a daily basis, from 28 days of the date of the bill in cases where payment is not made.
- We are able to accept payment by debit card. If you would wish to settle your account by this method, you can do so by telephoning our Cashier's Department (Mrs M Thomas).

### **6) PAYMENT BY INSTALMENTS**

We will be happy to accept payment by instalments and this can be agreed at the outset of the case. We will require that all payments by instalment are by standing order.

### **7) HOW TO KEEP YOUR COSTS DOWN**

Make sure that you have told us exactly what you want us to do. That way we will both know what to expect. Give us all the facts we need. Progress will be slower if we have to chase information or piece it together from different sources. If you need to talk to your solicitor, choose the most effective way of doing this. Unless it is urgent, please write to us rather than telephone, and please make an appointment if you want to see someone. Please avoid unnecessary calls and appointments – remember the more time we spend talking to you or writing letters, the more the case will cost. Our secretaries are efficient, and straightforward messages can always be left with them. We are used to working quickly. We don't mind working when other businesses are closed, but this will obviously increase your costs. If you plan ahead and give us enough advance warning of your requirements, you will save money.

### **8) OTHER PARTIES CHARGES AND EXPENSES**

- In some cases or transactions a client may be entitled to payment of costs by some other person. It is important that you understand that in such circumstances, the other person may not be required to pay all the charges and expenses which you incur with us. You have to pay our charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them. If the other party is in receipt of legal aid no costs are likely to be recovered.
- If you are successful and a court orders another party to pay some or all of your charges and expenses, interest can be claimed on them from the other party from the date of the Court order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of that interest.
- You will also be responsible for paying our charges and expenses of seeking to recover any costs that the court orders the other party to pay you.
- A client who is unsuccessful in a court case may be ordered to pay the other party's charges and expenses. Arrangements can be made to take out insurance to cover liability for such legal expenses. Please discuss this if you are interested in this possibility.

### **9) TERMINATION OF INSTRUCTIONS**

- 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, e.g. if you do not pay an interim bill or there is a conflict of interest or a breach of the law or breach of the rules of professional conduct which all solicitors need to adhere to. Where we know or have reasonable grounds for believing that instructions are affected by duress or undue influence, we would not act on those instructions until we have satisfied ourselves that they represent your wishes. We would only do this after providing you with our reasons and after giving you reasonable notice in writing.
- If you or we decide that we should stop acting for you, you will pay our charges up until that point. These are calculated as set out in these terms and conditions.

### **10) COMPLAINTS**

Our aim is to offer all clients an efficient and effective service at all times. We hope that you will be pleased with the work we do for you. However, in the event of a problem, you are, of course, entitled to complain. This could include a complaint about the firm's bill. In the first place you should raise your concern with the fee earner with responsibility for your file who will make every effort to resolve the matter. Once a complaint has been made, you

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will be told in writing that we do have a written complaints procedure, a copy of which is available upon request. This procedure will ensure that complaints are handled promptly, fairly and effectively, it will provide you with details on how your complaint will be handled and the timescales you will be given for an initial and/or substantive response. It includes details of your right to complain to the Legal Ombudsman at the conclusion of your complaint process, the timeframe for doing so and full details of how to contact the Legal Ombudsman. It also informs you that there may also be a right to object to the bill by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974; and that if all or part of a bill remains unpaid the firm may be entitled to charge interest. You will not be charged for the cost of our handling of your complaint.

### **11) STORAGE AND RETRIEVAL OF PAPERS AND DOCUMENTS**

- After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. We will keep our file of your papers in line with the requirements of the prevailing Law Society guidelines/requirements and the requirements of our indemnity insurers except those papers that you ask to be returned to you. We keep files on the understanding that we can destroy them within the timescales referred to above. We will not destroy documents you ask us to deposit in safe custody. Some files /data may be stored electronically in line with current Law Society/ Information Commissioner (Data Protection) Rules.
- 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 for production to you or another at your request, or for reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers. No charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date which may be specified in that notice.

### **12) OUTSOURCING OF WORK**

We sometimes ask other companies or people to do other work on our files (e.g. to act as an agent, to prepare a bill). We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

### **13) AUDIT OF FILES**

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.

### **14) TERMS AND CONDITIONS OF BUSINESS**

- Unless otherwise agreed, and subject to the application of the then current hourly rates, these Terms and Conditions of Business shall apply to any future instructions given by you to this firm.
- Although your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions of Business, it may not be possible for us to start work on your behalf until one copy of them has been returned to us for us to keep on our file.

### **15) PROCEEDS OF CRIME ACT 2002 and MONEY LAUNDERING REGULATIONS 2007**

The provisions of the Proceeds of Crime Act 2002 and Money Laundering Regulations 2007 require us in most cases to make careful checks as to your identity and, accordingly, we will need to inspect and copy evidence of identity, which must take two forms in the case of each client and which can be substantiated by presentation and inspection of a valid passport and/or drivers' licence, a utility bill not less than 3 months old and no older than 12 months old connecting you with your current address or some other form of completely independent source of documentary evidence which may be accepted for this purpose.

- We will almost certainly wish to take copies of the documents presented by way of evidence of identity and may well wish to have the copies counter-signed by you and thereafter retained on our file.

We trust that you will excuse any inconvenience which may be caused by reason of these requirements which will enable us to seek to comply with the requirements of the Proceeds of Crime Act 2002.

### **16) DATA PROTECTION ACT**

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 and 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 such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you.

### **17) PROVISION OF SERVICE REGULATIONS 2009**

We comply with the above regulation by displaying the required details of our Professional Indemnity Insurance in each of our offices.

### **18) FINANCIAL SERVICES**

This firm undertakes no financial advice or services.

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I confirm that I have read and understood, and I accept, these Terms and Conditions of Business.

Signed ..... Date.....