

## **Terms of Business**

These terms set out the general terms in which we provide services to you. When you instruct us to advise on a new matter we will send you a client care retainer letter confirming your instructions and any specific terms. The specific terms in the client care retainer letter are to be read in conjunction with these general terms of business.

### **Our Appointment**

The client care retainer letter will set out and describe the work that we will carry out on your behalf and the likely timescale involved in dealing with it. Unless you specifically instruct us to the contrary it is implicit that you will be authorising us to take all measures we believe appropriate to protect your interests in the relevant matter and that you will be authorising us to incur reasonable expenses on your behalf in order to deal with the matter.

During the course of our appointment we will advise you of the costs/risk benefit of pursuing the matter and keep you regularly informed of progress.

### **Communications**

We are happy to communicate with you by email as well as by post and telephone. You should be aware that e-mail as a means of communication may not be as secure as other means of communication and we cannot accept liability for any communication which is intercepted or otherwise falls into hands of those other than the intended recipient. We will assume that we have your consent to communicate with you by email unless you advise us otherwise.

### **Fees**

#### **(a) Charging Structure**

The fee charging structure for your matter will be advised to you in the client care retainer letter and any specific agreement document such as a conditional fee agreement. Unless we have specified another fee structure we will charge fees primarily by reference to the amount of time spent by fee earners in dealing with the matter. In setting our fees and hourly rates we take into account:-

The nature and complexity of the work;

The amount of time spent, knowledge required and responsibility involved;

The type and nature of the documents involved; and

The value of the transaction, property or subject matter.

Time spent on your matter will include, but is not limited to meetings with you and others in relation to the matter, time spent travelling and waiting considering and preparing papers, making and receiving telephone calls, correspondence, sending and receiving emails, attendances at Court or Tribunal and time spent considering and preparing documents.

Any special fee (such as a fixed or capped fee) agreed for a matter will not cover additional work not identified when the arrangement was agreed.

Our hourly charge-out rates are reviewed annually once a year. We will notify you of the rates if they change and your continued instructions will be taken as your acceptance of the new rates. If you do not accept the new rates after review we reserve the right not to continue acting for you in the matter.

#### **(b) Fee estimates**

We will provide you with fee estimates which are a guide to assist you, but are not a definitive quotation. Our fee estimates do not include any expenses or payments to third parties which we may have to incur on your behalf, these are known as disbursements. Examples of disbursements are experts fees (including costs draftsmen's fees) and Counsel's fees, stamp duty and search fees, travel and photocopy expenses. These will generally be billed at the same time as we invoice you for our fees, but may sometimes be billed at another time.

All quotations or estimates of fees that we give are subject to the addition of VAT.

### **Conditional Fee Agreements (No win no Fee)**

In some cases, such as personal injury cases, we may agree to enter into a Conditional Fee Funding Agreement. Full terms and conditions applicable to this type of funding agreement will be explained to you so that you can decide whether you want to enter into an agreement. Not all cases will be appropriate for a Conditional Fee Funding Agreement and these may include for example claims where there are no reasonable prospects of success or whether the value of the claim is "small track" in value (£1,000.00 for

personal injury cases; £10,000.00 for non-personal injury litigation). We will consider the individual circumstances of your case with you.

#### Billing

To help clients budget for their legal costs we will interim bill at appropriate stages throughout the matter. Our invoices are payable when the bill is delivered unless we have agreed with you otherwise in writing. If you are a commercial client and there is any delay in settling the account beyond 30 days we may charge you interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 from the date of the invoice until the date the bill is paid. If you are not a commercial client then interest for delayed payment beyond 30 days will be at 8% or such rate equivalent to the statutory rate of interest prescribed for judgments from time to time in place from the date that the invoice was delivered.

If an account remains unpaid and we decide to commence legal proceedings against you in order to recover the sums you owe us then we will be entitled to recover from you the legal costs that we incur in connection with those proceedings at our standard hourly rates, together with all disbursements (including Counsels fees).

Where an account is overdue we are entitled to exercise a lien over files and documents belonging to you until our account is settled. We also reserve the right to cease continuing work for you.

#### Payments on account

We may ask you to make a payment on account of our fees and any expenses that are to be incurred in connection with the work to be carried out. Any money that you pay us on account will be held in our client account. We will offset that money against your bills, although our total fees and expenses may be greater than any advance payments.

#### Interest

(a) Where we hold money in a separate designated client account for a client or for a person funding all or part of our fees or for a trust we will account to you the client or that person or trust for all interest earned on that account.

(b) Where we hold money in a general client account for a client or for a person funding all or part of our fees or for a trust we will account to you the client or that person or trust for a sum in lieu of interest calculated in accordance with the general deposit account interest rate of HSBC Bank as varied from time to time. Save that where the amount of calculated interest is twenty pounds or less we will not in that circumstance pay any sum in lieu of interest. If sums of money are held intermittently during the course of acting and the sum in lieu of interest calculated for any period is twenty pounds or less a sum in lieu of interest will still be paid if it is fair and reasonable in the circumstances to aggregate the sums in respect of the individual periods.

(c) Where we hold money as a stakeholder we will pay interest or a sum in lieu of interest calculated in accordance with paragraphs (a) and (b) above as appropriate to the person to whom the stake is paid.

(d) In appropriate circumstances we may enter into a written agreement with you to come to a different arrangement as to payment and calculation of interest; and/or with a stakeholder.

#### Document storage

It is our policy to store files and papers relating to your matter for a minimum of seven years from the date the matter was completed. After this time we may dispose of them. This does not apply to any papers that you ask to be returned to you or to the storage of title documents, title deeds and other valuable documents which you specifically ask us to keep in safe custody.

#### Confidentiality and disclosure

Solicitors are under a professional and legal obligation to keep the affairs of clients and former clients confidential. This obligation, however, is subject to a statutory exception: recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to regulators, including the Serious Organised Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure. If this happens, we may not be able to inform you that a disclosure has been made or of the reasons for it because the law prohibits 'tipping off.'

#### Vetting and auditing of files and confidentiality

We may be required to produce all or part of our file to assessors or similar, as part of an audit or quality check

You agree that we may, when required by our insurers or other advisers, provide details to them of a matter or matters on which we have acted for you.

#### Conflicts

In the event that a conflict of interest arises between your interests and those of another client we might have to cease acting for you. Conflicts may arise, for example, where we have discovered information while acting for another client which we would normally be bound to disclose to you and such disclosure would conflict with our duty of confidentiality to that other client. If that happens then we will have the right to withhold that information and terminate our engagement with you. We may also cease to act in the particular matter for the other client involved.

All fees and disbursements and VAT up to the date of termination will be charged and become due.

#### Introductions and referrals

You will be advised if we have any relationship with a third party such as a funder, fee-sharer or introducer of work and whether our relationship with that third party affects any steps that we can take on your behalf.

#### Outsourcing of work

We routinely do our own typing and photocopying of documents. However if there is an unusually large amount of copying to be done we may outsource the copying work to specialist photocopy service providers. We will endeavour to preserve client confidentiality as best as we can, but we have no absolute control over the outsourced service providers. If you object to photocopying being outsourced please advise us.

#### Financial services and Insurance Mediation Work

##### (a) Financial Services

Sometimes conveyancing, family, probate, or company work involves investments. We are able to provide a limited range of advice and arrangements for which we are regulated by the Law Society and the Solicitors Regulation Authority. For more complicated matters we may refer you to someone who is authorised by the Financial Services Authority, as we are not so authorised.

##### (b) Insurance mediation work

This firm is not authorised by the Financial Services Authority. However we are included on the register maintained by the Financial Services 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 Law Society and the Solicitors Regulation Authority. The register can be accessed via the Financial Services Authority website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register)

##### (c) Tax advice

We do not advise on tax or pension implications of the work which we dealing with for you.

#### Data Protection Act 1998

When handling personal data relating to you we are under an obligation to comply with data protection law set out in the Data Protection Act 1998 and any other regulations made under that Act. By giving us your personal information you consent to us processing and storing your information so that we may provide you with legal services and we may disclose your information to our third party service providers or agents for these purposes.

In addition we may contact you from time to time to let you know about our services which may include sending you newsletters and news on training events or changes in the law which may affect you. You can elect not to receive such marketing material at any time by writing to us.

#### Termination

You may terminate our engagement at any time on reasonable notice.

We also have the right to terminate our engagement with you on reasonable notice and with good reason which we will confirm to you in writing. We will only decide to stop acting for you with good reason, for example, if you do not pay a bill or comply with our request for a payment on account or if you fail to give us the co-operation which we are reasonably entitled to expect. We must give you reasonable notice that

we will stop acting for you.

Please note that if we are dealing with a contentious or litigated matter on your behalf and are on the Court record as acting for you in any proceedings then the consent of the Court may be required before we can be removed and to that extent your right and our right to terminate may be restricted.

All fees and disbursements and VAT up to the date of termination will be charged and become due.

#### Complaints

We have a complaints procedure and if you are not happy with our work please raise the problem with the Principal of the firm, Ian Huckstepp in the first instance. Solicitors must attempt to resolve any problems that may arise with their services so it is important that you raise any concerns with us immediately. In order to ensure that complaints are dealt with promptly, fairly and effectively, we have a complaints procedure in place details of which can be sent to you upon request.

#### Application of these terms and amendments

These Terms of Business supersede any earlier terms of business we may have agreed with you and, in the absence of express agreement to the contrary, will apply to the services referred to in any retainer letter accompanying these terms and all subsequent services we provide to you. Your continuing instructions will amount to acceptance of these terms and conditions of business.

#### Governing Law

These terms are governed by English law and any disputes arising in connection with these terms are subject to the exclusive jurisdiction of the English Courts.