

# Terms and conditions

## 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 Mutual Responsibilities

- We will review your matter regularly and update you accordingly. We will notify you if there are any changes in the law which are relevant to your matter or if any circumstances arise which are likely to affect the outcome of your matter. We will update costs and timescale information given at the outset of proceeding when necessary as matters proceed.
- In return we require you to provide us with clear and timely instructions and with all information and documentation which is relevant to your matter. If we request documents or information from you these should be produced in a timely fashion to prevent delays.

## Our hours of business

- The normal hours of opening at our offices are between 9.00 am and 5.00 pm on weekdays. Messages can be left on the answerphone outside those hours and appointments can be arranged at other times when this is essential. As a retained Client you will have your lawyer's mobile telephone number and can use this to contact them during the evening, at weekends and on public holidays.

## People responsible for your work

- The team responsible for dealing with your work will be Anthony Seymour, Verity Eunson, Amy Ramage, Alex Verheul and Attia Hussain. Any of these lawyers will be able to deal with your queries but if not will be pleased to take any message for you, if the matter is urgent you must say so. We will try to avoid changing the people who handle your work but if this cannot be avoided, we will tell you promptly of any change and why it may be necessary.
- The partner of this firm with final responsibility for work done is Anthony Seymour.

## Charges and expenses

- Our charges will be calculated mainly by reference to the time actually spent by the solicitors and other lawyers in respect of any work which they do on your behalf. This may include meetings with you and perhaps others; reading, preparing and working on documents; making and receiving telephone calls, e-mails, faxes and text messages; preparation of any detailed costs estimates, schedules and bills; attending at court; and time necessarily spent travelling away from the office. From time to time we may arrange for some of this work to be carried out by persons not directly employed by us; such work will be charged to you at the hourly rate which would be charged if we had done the work ourselves.
- Routine letters, e-mails and texts that we send and routine telephone calls that we make and receive are charged at one-tenth of the hourly rate. Routine letters, e-mails and texts received are similarly charged at one-tenth of the hourly rate. Other more detailed and draft letters, e-mails and calls are charged on a time spent basis.
- The current hourly rates are set out below. We will add VAT to these at the rate that applies when the work is done. At present, VAT is 15%.

	£
Partners and Consultants	250
Solicitors	200
Trainee Solicitors	150
Junior Executives/Personal Assistants	100

- These hourly rates are reviewed periodically to reflect increases in overhead costs and inflation. The rates are reviewed with effect from 1 January each year. If a review is carried out before this matter has been concluded, we will inform you 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 our normal office hours, the complexity of the issues, the speed at which action has to be taken, any particular specialist expertise which the case may demand. An increase in the rates may be applied to reflect such factors. In property transactions, in the administration of estates and in matters involving a substantial financial value or benefit to a 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 above. Where an increase in the rates or 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, barrister's fees, experts' fees, and other professional fees. 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'.

- If, for any reason, this matter does not proceed to completion or a conclusion, we will be entitled to charge you for work done and expenses incurred.

### **Payment arrangements**

- Property transactions. We will normally send you our bill following the exchange of contracts and payment is required on a purchase prior to completion; and at completion on a sale. If sufficient funds are available on completion, and we have sent you an intimation of costs or an invoice, we will deduct our charges and expenses from the funds.
- Administration of estates. We will normally submit an interim bill at regular stages during the administration, starting with the obtaining of a Grant. The final account will be prepared when the Estate Accounts are ready for approval.
- Other cases or transactions. It is normal practice to ask clients to pay interim bills and sums of money from time to time on account of the charges and expenses which are expected to be incurred. We find that this helps clients in budgeting for costs as well as keeping them informed of the costs which are being incurred. If such requests are not met with prompt payment, delay in the progress of a 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 on a daily basis at 4% over the HSBC Bank Plc base rate from time to time from the date of the bill in cases where payment is not made within 28 days of delivery by us of the bill.
- The common law entitles us to retain any money, papers or other property belonging to you which properly come into our possession pending payment of our costs, whether or not the property is acquired in connection with the matter for which the costs were incurred. This is known as a 'general lien'. We are not entitled to sell property held under a lien but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of costs.
- If we are conducting litigation for you, we have additional rights in any property recovered or preserved for you whether it is in our possession or not and in respect of all costs incurred, whether billed or unbilled. We also have a right to ask the court to make a charging order in our favour for any assessed costs.
- We do not accept payments to us in cash in excess of £2,500. Monies due to you from us will be paid by cheque, not in cash, and will not be made payable to a third party.

## **Other parties' charges and expenses**

- In some cases and 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 public funding 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 to you. Also for any enforcement of an Order of the Court.
- A client who is unsuccessful in a court case may be ordered to pay the other party's legal charges and expenses. That money would be payable in addition to our charges and expenses. Arrangements can be made to take out insurance to cover liability for such legal expenses. Please discuss this with us if you are interested in this possibility.

## **Interest payment**

- Any money received on your behalf will be held in our Client Account other than money paid in respect of an agreed fee or disbursements for which we are personally liable. Subject to certain minimum amounts and periods of time set out in the Solicitors' Accounts Rules 1998, interest will be calculated and paid to you at the rate from time to time payable on HSBC Bank Plc Designated Client Accounts. The period for which interest will be paid will normally run from the date(s) on which funds are cleared through our bank account until the date(s) of issue of any cheque(s) from our Client Account.
- Where a client obtains borrowing from a lender in a property transaction, we will ask the lender to arrange that the loan cheque is received by us a minimum of four working days prior to the completion date. If the money can be telegraphed, we will request that we receive it the day before completion. This will enable us to ensure that the necessary funds are available in time for completion. Clients need to be aware that the lender may charge interest from the date of issue of their loan cheque or for telegraphing the payment.

## **Storage 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. In addition, we will keep your file of papers for you in storage for not less than six years. After that, storage is on the clear understanding that we have the right to destroy it after such period as we consider reasonable or to make a charge for storage if we ask you to collect your papers and you fail to do so. We will not destroy any documents such as wills, deeds and other securities, which you ask us to hold in safe custody. 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.
- If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your matters, we will not normally charge for such retrieval. However, we may make a charge based on time spent at the junior executive hourly rate for producing off site stored papers or documents to you or another at your request. We may also charge for reading, correspondence or other work necessary to comply with your instructions.

## **Financial services and insurance contracts**

- If, while we are retained by you and you need advice on investments, we will have to refer you to a professional who is authorised by the Financial Services Authority. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.
- We are not authorised by the Financial Services Authority, but 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. Insurance mediation activities and investment services, including arrangements for complaints or redress if something goes wrong, are regulated by 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).

## **Termination**

- You may terminate your retainer with us in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing.

- If we decide to stop acting for you, for example if you do not pay an interim bill, an intimation of fees, or comply with the request for a payment on account, we will tell you the reason and give you notice in writing.
- Under the Consumer Protection (Distance Selling) Regulations 2000, for some non-business instructions, you may have the right to withdraw, without charge, within seven working days of the date on which you asked us to act for you. However, if we start work which will be with your deemed consent within that period, you lose that right to withdraw. Your acceptance of these Terms and Conditions of business will amount to such a consent. If you seek to withdraw instructions, you should give notice by telephone, e-mail or letter to the person named in these terms of business as being responsible for your work. The Regulations require us to inform you that the work involved is likely to take more than 30 days.

### **Limited companies**

- When accepting instructions to act on behalf of a limited company, we require a Director and a controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this 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.

### **Tax advice**

- Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We are not qualified to advise you on all the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. Our strict policy is to instruct a suitably qualified professional to advise. If you have any concerns in this respect, please raise them with us immediately and speak with your Accountant. If we can undertake the research necessary to resolve the issue, we will do so and advise you accordingly. If we cannot, we may be able to identify a source of assistance for you.

### **Identity, disclosure and confidentiality requirements**

- We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself or for any principal whom you may represent. We may arrange to carry out an electronic verification of your identity if we consider that a saving of time and cost will be achieved by doing so. The cost of any such search will be charged to you.
- Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception: legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the Serious and 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 disclosure. If, while we are acting for you, it becomes necessary to make such a disclosure, we will not be able to inform you that it has been made, or of the reasons for it, because the law prohibits 'tipping-off'. Where the law permits us, we will tell you about any potential money laundering problem and explain what action we may need to take.

- Our firm may be subject to audit or quality checks by external firms or organisations. We may also outsource work. This might be for example typing or photocopying or costings, or research and preparation to assist with your matter. Information from your file may therefore be made available in such circumstances. By entering into a retainer with us you are deemed to have given us your authority to do so.
- In order to comply with court and tribunal rules, all documentation relevant to any issues in litigation, however potentially damaging to your case, have to be preserved and may be required to be made available to the other side. This aspect of proceedings is known as 'disclosure'. Subject to this, we will not reveal confidential information about your case except as provided by these terms of business and where, for example, your opponent is ordered to pay your costs, we have to meet obligations to reveal details of the case to them and to the court.

### **Communication between you and us**

- Our aim is to offer all our clients an efficient and effective service at all times. We hope that you will be pleased with the work we do for you. However, should there be any aspect of our service with which you are unhappy, please raise your concern in the first place with Anthony Seymour. If you still have queries or concerns, please contact our Client Services Manager, Verity Eunson who is the Client Care Partner to whom any final difficulty can be reported.
- We will aim to communicate with you by such method as you may request. We may need to virus check discs or email. Unless you withdraw consent, we will communicate with others when appropriate by e-mail or fax but we cannot be responsible for the security of correspondence and documents sent by e-mail or fax.
- The Data Protection Act requires us to advise you that your particulars are held on our database. We use this information primarily for the purpose of providing you with a legal service. As part of that service we may need to pass your information on to third parties such as expert witnesses or other professional advisors. We may, from time to time, use these details to send you information which we think might be of interest to you.
- Where we act for two or more clients jointly it is on the clear understanding that we are authorised to act on instructions from either, both or any of them.

**Equality and Diversity Policy**

- We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

**Terms and conditions of business**

- Unless otherwise agreed, and subject to the application of 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 signed and returned to us for us to keep on our file.

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

Signed .....

Date 21<sup>st</sup> November 2008

Lisa Lindsay