

**Terms of Business**

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**1. WHO WE ARE**

We are a firm of solicitors, incorporated as a limited company, registered in England and Wales, company registration number 5685856 and our registered office is at 34 Belgrave Gate Leicester LE1 3GP. Our SRA number is 608103

The Solicitors Regulation Authority regulates how we work. Our professional code of conduct rules can be viewed on their website at [www.sra.org.uk](http://www.sra.org.uk). The Practice currently holds professional indemnity insurance, details of which are available on request.

We are registered for VAT. Our VAT number is 207 8511 16

**2. WHAT WE DO**

We offer a full range of legal services including:

- |                           |                            |
|---------------------------|----------------------------|
| Conveyancing              | Immigration                |
| Commercial/Civil Disputes | Personal Injury            |
| Commercial Property       | Litigation                 |
| Debt Recovery             | Lasting Powers of Attorney |
| Disputes                  | Landlord & Tenant          |
| Family & Children Law     | Wills, Probate & Trusts    |

**3. INVESTMENT ADVICE**

We do not offer, or hold ourselves out as offering investment business advice. Sometimes conveyancing/ family/ probate work involves investments. We are not authorised by the Financial Conduct Authority so we may refer you to someone who is authorised to provide necessary advice.

**4. DEFINITIONS**

Please note the following words and phrases will be used throughout this document to aid your understanding of these terms of business.

<b>Word or Phrase</b>	<b>Meaning</b>
Case	the legal case, transaction or other matter that you instruct us on.
Disbursement	any money that we spend on your behalf while we are carrying out work for you (such as paying barristers' fees or court fees).
Electronic Communication	an e-mail or a text message or a multimedia message.
Lawyers	the professional staff who work for us including solicitors, trainee solicitors, licensed conveyancers, legal executives, paralegals, and other people carrying out legal work. We refer to them as lawyers no matter what their qualifications.
We, us, the Practice	Bright Legal Solicitors Limited

**5. SCOPE OF YOUR INSTRUCTIONS TO US**

5.1 We will take your instructions on your particular case and give you advice according to English law. If you do not tell us something relevant, we cannot be responsible for not giving you advice on that.

5.2 We try to avoid changing the lawyers who are handling your work. If we have to change the lawyer, we will tell you who will be dealing with your work and why the change was necessary.

5.3 Unless we agree a particular way of communicating with you, we will choose whether we contact you in writing, in person, by phone or by e-mail.

5.4 We are advising and preparing documents for you and not anyone else. We do not accept responsibility if anyone else relies on our advice unless we have agreed that with you.

5.5 If more than one person instructs us, we would not accept instructions to act for all of you if there might be a conflict between your individual interests. If at any time you feel that there is a conflict between some or all of you on any aspect of your case, you must let us know. We can then decide whether or not it is necessary for you to get legal advice from another lawyer, either in this firm or another firm.

5.6 Unless we have agreed it separately with you, we will not be giving you advice on matters relating to tax, valuation, survey or condition aspects of your case.

5.7 We will keep you informed of progress on your case but you should let us know if you would like us to discuss particular reporting requirements with you.

## **6. RESPONSIBILITY FOR YOUR WORK**

6.1 You agree that we (Bright Legal Solicitors Limited) are acting for you. This means the Practice owes you a duty of care to ensure the legal work is properly undertaken. The Practice, as opposed to its members or lawyers, is responsible for the professional liability. Our lawyers are not providing services on a personal basis to you — The people and lawyers carrying out your work do so on behalf of the Practice.

6.2 No single lawyer or member accepts personal responsibility to you for any advice given to you or for work that we carry out for you. You must not bring a claim against any lawyer or member for any loss or damage that you suffer as a result of the advice or work that we provide to you.

6.3 In the event that the firm is unable to practice for whatever reason we refer the right to transfer your matter to another practice regulated by the SRA.

## **7. LIMITATIONS ON OUR LIABILITY TO YOU**

7.1 We do not accept that we have a legal responsibility to you or to others in connection with your case for any of the following losses, even if we had been told that you or other people may suffer them:

7.1.1 Indirect financial loss;

7.1.2 Loss of profits or earnings;

7.1.3 Loss of business opportunities;

7.1.4 Loss of goodwill;

7.1.5 Interruption to your business;

7.1.6 Loss of expected savings;

7.1.7 Increase in debt or failure to reduce debt;

7.1.8 Reduction in the value of an asset;

7.1.9 Money we are holding for you being lost because of banking failures or problems.

7.2 If we are legally responsible to you, despite paragraph 7.1, we will pay you no more than the minimum level of insurance cover we have to provide to satisfy the Solicitors Regulation Authority. We have professional indemnity cover for £3 million.

7.3 Paragraphs 7.1 and 7.2 do not prevent you from bringing any claim against us for:

7.3.1 Death or personal injury; or

7.3.2 Any other liability that we cannot exclude or restrict by law or under our professional regulations.

7.3.3 If you are a company, we are not responsible for advising your shareholders, directors or employees, unless they have specifically asked us to do so. If we do so, the advice will be under a separate agreement with them.

7.4 The status of a limited liability company means that its liability is limited to the extent of its assets. In the context of the Practice, our liability to you is limited to our professional indemnity insurance cover and any other assets of the Practice.

7.5 The firm carries professional indemnity insurance. Further details of which are available on request.

7.6 We shall not be liable in contract or tort for any sum in excess of that which is paid by our insurers nor for any consequential, special, indirect or exemplary damage or costs or losses attributable to lost profits or opportunities.

7.7 We shall not be liable for any money held on your behalf, which is lost in the event of the failure of a bank or building society or similar financial institution in which it is held.

7.8 However, we can and do only limit our liability to the extent that the law allows and, in particular, we do not limit our liability for death or personal injury caused by our negligence.

## **8. RESOLVING COMPLAINTS**

8.1 We aim to offer you an efficient and effective service. If you are not satisfied with how we have handled your case, or if you have a complaint about your bill, please speak to the lawyer dealing with it first.

8.2 If you cannot sort the matter out directly with the lawyer, or if you would prefer to speak to a different person, please contact either:

8.2.1 The head of the department handling your case; or

8.2.2 Your Client Contact Officer whose name is in the letter we send to you to explain what we will be doing for you and how much we will charge you (we call this a 'letter of engagement').

8.3 If you disagree with our bill for any reason, you must pay the part you agree with to include any disbursements and tax.

8.4 If after that you are not satisfied with the way we have handled your complaint you can ask the Legal Ombudsman to consider the complaint. You can write to them at:

PO Box 6806, Wolverhampton WV1 9WJ Tel: 0300 555 0333 Their website is [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

## 9. USING ELECTRONIC COMMUNICATIONS

9.1 If you give us your e-mail address or mobile phone number, you agree that we can contact you by electronic communication. We will also use electronic communication as a way of communicating with others about your case.

9.2 However, in giving us permission in paragraph 9.1 you accept the following:

9.2.1 We have no control over the internet or telecommunications systems;

9.2.2 We cannot guarantee to you that whoever receives any electronic communication that we send on your case will receive it within a reasonable time, if at all.

9.2.3 We do not accept responsibility if:

9.2.3.1 You or anyone else changes any electronic communication that we send about your case after we send it;

9.2.3.2 We do not receive any electronic communication that anyone (including you) sends to us about your case;

9.2.3.3 We do not receive, within the relevant time, any urgent electronic communication that anyone (including you) sends to us about your case; or

9.2.3.4 Anyone changes any electronic communication sent to us about your case before we receive it.

9.2.4 The networks we use to send electronic communication do not guarantee their security or delivery standards. As a result, we cannot give you any guarantees about these matters.

9.2.5 We try to make sure that our e-mails, and their attachments, do not contain viruses by using virus-checking software and services. However, we do not guarantee our e-mail to be virus-free and strongly recommend that you check any e-mail that we send to you for viruses before you open it.

9.3 If you are concerned about the security and confidentiality of using electronic communication, please discuss this with us. We may be able to use password-protected attachments or codes.

## 10. HOW WE CHARGE

10.1 We charge for our time and expertise.

10.2 Normally we work out our charges based on the time that our lawyers spend working on your case.

10.3 We record the time that we spend working on your case in units of six minutes so that there are 10 units for each hour. For each unit of time that we record, we describe it as a type of activity, for example, sending a letter or receiving a phone call. We record all the time that we spend working on your case including:

10.3.1 Considering and preparing documents;

10.3.2 Meeting you or others (including our other lawyers);

10.3.3 Travelling to and from meetings with you or with others;

10.3.4 Sending and receiving communications to and from you and others (including electronic communications); and

10.3.5 Preparing for and representing you at any court or tribunal and

10.3.6 Otherwise acting on your behalf.

10.4 We give each of our lawyers an hourly charging rate. Some of our lawyers have more experience and so we set their hourly charging rates higher. Sometimes we may also 'blend' a rate. This means we use a single hourly rate for both senior lawyers and more junior lawyers.

10.5 In working out our charges, we may also take into account other factors, such as how complicated or urgent the case is.

10.6 At the beginning of a case we will tell you which lawyer, or lawyers, will deal with your case and their hourly charging rates.

10.7 We normally change our hourly rates in April each year to take account of changes in our overhead costs. When we change our hourly rates, we will write to tell you about the new rates. Our rates take into account guidelines issued by the Court Service.

10.8 We may agree with you not to use hourly rates and the time we spend as the basis of our charges. We may instead agree charges up to a certain level, fixed charges or charges that depend on certain circumstances. In some cases, we might also agree to do set amounts of work in return for a fixed charge each year.

10.9 We will give you an estimate of our charges but it can only ever be a guide. It may also only relate to the first stage of the work we will do for you. Our actual charges may be more or less than our estimate. Any estimate that we give you is not a binding quote unless we agree with you that it is. If we do agree a quote with you, it will be based on your specific instructions. If your instructions or the circumstances of your instructions change, we may revise it or give you an extra quote or estimate, or charge you for the amount of extra time that we spend.

10.10 We will try to keep you regularly informed about the level of our charges and we will let you know about any changes in circumstances that will affect information we have previously given to you about our charges.

10.11 We may charge you for any work that we do not complete (for whatever reason).

10.12 We may ask you to pay our charges up front.

## 11. DISBURSEMENTS AND EXPENSES

11.1 When you instruct us, you are giving us permission to pay disbursements on your behalf that are relevant to your case. For example, these disbursements might include court fees, search fees, registration fees, valuation fees, commissioners' fees, courier fees, stamp duty land tax, land registry fees and barristers' fees.

11.2 If practical, we will talk to you before we agree to large disbursements on your behalf, such as stamp duty land tax or barristers' and experts fees.

11.3 We may ask you to pay us up front for disbursements we pay or agree to while working on your case. Normally, we always ask you to pay large disbursements up front.

11.4 Whenever we pay disbursements on your behalf, we will send you a bill for those disbursements.

11.5 We will also charge you for certain other services that we provide for you, which we will list under 'Our Professional Fees' on your bill. These services may include expenses and processing charges that we may have while we are carrying out work for you. For example, these might include photocopying and scanning documents for you, same-day bank and BACS transfer fees and our fees for forming a company for you.

## 12. BILLS

12.1 We will send you bills during the time we are acting for you. We call these 'interim bills'. We may send you an interim bill each month but we may leave longer gaps between them. At the end of your case we will send you a final bill.

12.2 Our bills are payable immediately on delivery unless we write to tell you that a different payment date applies. If you do not pay us within 30 days of that date, we may charge you interest at the rate of 8% per annum above the base lending rate of the Bank of England from the due date of payment. Alternatively, if you have instructed us in the course of your business, we may charge you interest under the Late Payment of Commercial Debts (Interest) Act 1998 on the amount that you have not paid. This Act currently allows us to charge you interest of 8% per annum above the base lending rate of the Bank of England. Please also read paragraph 13.2.

12.3 If you and another person or company give us instructions on your case, you are responsible for paying our bills individually as well as a group. This means that we can demand payment from one of you or all of you, whichever we choose.

12.4 If we hold money on your behalf (or if you are a company, on behalf of another company in your group), including any interest which may have built up, we may use this to pay or part pay our bills.

12.5 It is your responsibility to pay our bills even if someone else has agreed to pay some or all of it for you. If someone else does pay some of it, you are responsible for paying the rest to us.

12.6 If we owe you money or, if you are a company, another company in your group, we can reduce the amount you owe us under any bill we have sent to you by the amount we owe you.

12.7 In residential property transactions, different conditions apply to paying our bills and paragraph 26 sets these out.

12.8 If the work we do for you do not involve taking legal action against someone and you disagree with the amount of our bill, in certain circumstances you have a right under the Solicitors Act 1974 to ask the court to assess our bill.

12.9 You may also have the right to object to your bill by complaining in accordance with paragraph 8 above.

12.10 You may pay our bill by any of the following methods:

- Cash (up to £1,000.00)
- Cheque \*\*
- Bankers Draft
- On-line banking (please ask for our bank details)

If you have any queries about our bill, you should contact the lawyer handling your matter straight away.

\*Please note any further sums we require from you e.g. as per a completion statement showing the amount required to complete a transaction, can be paid by any means other than by debit or credit card, however \*\* funds from cheques cannot be used until the 8<sup>th</sup> working day after payment of the cheque into our bank account.

Where we require cleared funds for any reason, these funds should be telegraphically transferred into our client account, details of which will be provided.

**IMPORTANT - You must NEVER send us, whether by e-mail or letter, any confidential and sensitive details such as your card number, security number or PIN number. The only details we will need to credit your account are your sort code, account number, the full names on the account and the bank name and branch. If you receive any email purporting to be from our firm mentioning bank details please always telephone our office before making any payment.**

## 13. NON- PAYMENT OF BILLS

13.1 If you do not pay any of our bills on time, we may:

- 13.1.1 Take legal action against you to get back the amount you owe;
- 13.1.2 Stop working on any case for you; and
- 13.1.3 Keep your documents and papers and our papers until you have paid all money that you owe us.

13.2 If we take legal action against you as described in paragraph 13.1, we may claim interest from you under section 69 of the County Court Act 1984. We will also include our costs in connection with the proceedings. The rate of interest under this Act is currently 8%.

## 14. COMMISSION

14.1 Unless we agree otherwise with you, we will pay you any commission that any other person or company pays us resulting from your case.

14.2 When we act for you, we may receive money on your behalf. If we do, we will pay you interest on that in line with our professional conducts rules and regulations.

## 15. INSURANCE & INSURANCE MEDIATION

15.1 You must let us know when we start to act for you if you have an insurance policy relevant to your case. For example, if you have an indemnity policy or a legal expenses insurance policy, you must send us a copy.

15.2 If you have a relevant insurance policy, you are responsible for our fees in line with paragraphs 10-12 until your insurers confirm cover and until they refund them. You must sign an authority for us to give your insurer details of your matter.

15.3 For cases involving legal action there are certain insurance products available, called 'after the event' insurance. We would be happy to discuss these with you if you would like us to do so. If we help you arrange insurance, we will give you a statement of demands and needs which you must sign and return to us.

15.4 This Practice is not authorised by 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 Conduct Authority website at [www.fca.org.uk/register](http://www.fca.org.uk/register).

15.5 The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Complaints Service is the independent complaints handling body of the Law Society.

## 16. CONTENTIOUS MATTERS

In contentious (litigation) matters you will primarily be responsible for payment of our costs and disbursements in full regardless of any order for costs made against any other party involved. If you are successful, the other party may not be ordered to pay, or not be capable of paying, the full amount of your costs or any part of your costs. If you are unsuccessful you may have to pay a substantial proportion of the other party's cost, together with interest on that amount and, if your opponent is subject to a conditional fee agreement, any uplift, in addition to our own costs and disbursements. The court may assess costs as the matter proceeds, following which, the party ordered to pay the costs of the other party or parties is likely to have only a brief time allowed to pay those costs. A failure to pay the costs could have adverse consequences in the litigation.

## 17. ENDING OUR RELATIONSHIP

17.1 You may stop instructing us at any time if you let us know in writing.

17.2 We may stop acting for you if we have good reason to do so and if we write to you to tell you that and give you reasonable notice that we are no longer acting for you. Examples of some of these good reasons include:

16.2.1 If you fail to pay our bills in full on the date you should have paid them or fail to pay us in advance when we ask you;

16.2.2 If the rules and regulations governing how we operate mean we have to stop acting for you;

16.2.3 If you cease to give us instructions or fail within a reasonable time to respond to our requests;

16.2.4 If you are in our opinion rude or abusive to us or any of our employees;

16.2.5 If you instruct us to put unreasonable argument to a court or to any third party.

17.3 If you or we decide that we should stop acting for you, for whatever reason, you must pay all our charges and expenses up until that time. These are calculated on an hourly rate plus expenses or by a proportion of any agreed fee as set out in these terms and conditions. We will keep all your papers and documents until you do this.

## 18. CONFIDENTIALITY DISCLOSURE AND IDENTITY

18.1 We confirm that any information disclosed by you to us is privileged and confidential and will not be disclosed without your consent. There are exceptions and limitations where either you deem us to have consent to disclose or our duty of confidentiality to you is overridden by law. For instance, in order for us to act for you, you are deemed to consent to our disclosing to your mortgage lender, your broker, other Conveyancers and estate agents involved, the details and key stages and milestones reached in a property transaction. There may be other non transactional occasions when otherwise privileged or confidential information might be disclosed, such as:

- a) To our professional advisers (including their own solicitors) and our insurers where relevant.
- b) To our external professional auditors and any other firms/organisations that carry out audit or quality checks on the service we provide.
- c) To the Serious Organised Crime Agency where confidentiality is overridden by our statutory duties under anti money laundering law (see more details below).
- d) On any occasion where the law requires us to do so.

We are not then responsible for the confidentiality of information held by those others once disclosed.

Again, to enable us to act on this matter, you are deemed to authorise us to make such disclosure as the occasion requires, in the knowledge that we cannot ensure the recipient of any such information will also treat it confidentially.

18.2 Our obligation of confidentiality in paragraph 17.1 does not apply to information about you, your business and affairs if:

18.2.1 The public has access to it (other than through us breaking our obligation in paragraph 17.1); or

18.2.2 We already had the information before we worked for you; or

18.2.3 Another person or organisation, with full authority, has given it to us.

18.3 Despite paragraph 17.1, we may make our file about your case available to an external auditor (for quality standards assessment) under the following conditions.

18.3.1 The auditor has agreed in writing to keep the contents of your case confidential.

18.3.2 The auditor has agreed in writing to only use your file to assess our performance against quality standards or compliance with our relevant professional obligation.

18.3.3 We will not allow the auditor to take our file off our premises or to take any copies of documents.

18.4 Despite paragraph 17.1, we may make documents and correspondence from your case available to the Solicitors Regulation Authority, or someone they have chosen, for them to assess the progress of our trainee lawyers.

18.5 Our professional rules say that we cannot act or continue to act for you if there is an actual or possible conflict between your interests and the interests of another of our clients. If this happens, we may have to stop acting for you but we may continue to act for the other client.

18.6 Regulatory and professional guidance given to law firms imposes a significant onus upon us to adopt and operate a comprehensive anti money laundering policy. **\*Please see list below, of the documents required for proof of identity.** Before we can proceed with your work, we may need to verify your identity to comply with this policy. We are entitled to refuse to act for you if you fail to do so. We may arrange to electronically verify your identity by checking the details you supply against specific data bases accessed by a data base agency. It is quick and efficient. You are deemed to give us your consent to disclose details of your identity for this purpose unless you tell us otherwise. The cost of any such search will be charged to you. The amount charged will be £5.00 plus VAT for each name. For corporate clients this will extend to the key instructing director or shareholders as appropriate and in probate matters to executors and trustees. We are required under Anti Money Laundering Regulations to retain the data and periodically refresh it.

### List of documents required for proof of identity:

- Valid Passport/Driving Licence containing your photograph
- And any two of the following (being not more than 3 months old):
- Two Utility Bills

- Bank Statement
- Council Tax Bill

## 19. PUBLICITY

When your case is completed, we might like to publicise our involvement in it. We will, of course, discuss this with you first.

## 20. STORING FILES

20.1 After finishing your case, we will store files and any other papers about it for:

- 20.1.1 Whatever time period we consider reasonable in the circumstances; or
- 20.1.2 As we have to do by law; whichever is longest.

20.2 Paragraph 19.1 does not apply to any papers that you ask us to return to you (as long as you have paid all charges and expenses due to us – see paragraph 13.1.3).

20.3 We will not destroy title deeds, wills and probates, or similar items or documents if you ask us to keep them in safe custody. Our liability for loss or destruction of such document shall be limited to the reasonable cost of replacement or reconstitution and not to any consequential loss or other indirect losses.

20.4 We will not normally charge you for storing documents. However there is a charge of £50 for any withdrawal of documents or files from safe-keeping unless associated with instructions for a new matter on your behalf.

20.5 We may store files and other papers in electronic form. If we do, we may destroy the hard-copy documents. In this case, we will keep the electronic copies according to paragraph 19.1.

## 21. REGULATION, EQUALITY AND DIVERSITY

21.1 We have to keep to the rules of the Solicitors Regulation Authority in our relationship with you. This means that such rules take precedence over any other terms in this agreement in the event of conflict.

21.2 This Practice is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees, and is required to produce a written equality and diversity policy. Please contact us if you would like us to send you a copy of that equality and diversity policy.

## 22. DATA PROTECTION AND USING DATA

22.1 Under the Data Protection Act 1998, we have given the Information Commissioner formal notice that we handle personal information under that Act.

22.2 As part of providing our services to you, and because we have to follow the Money Laundering Regulations (see paragraph below), we may need to reveal personal information about you to other people. It is impossible to list everyone this includes because this will depend on the nature of your case. However, examples might include:

- 22.2.1 The court;
- 22.2.2 Other people who are involved in your legal action;
- 22.2.3 Experts;
- 22.2.4 Barristers;
- 22.2.5 Legal agents or inquiry agents; or
- 22.2.6 Any other service providers.

22.3 In some cases we may have a legal duty to release information about you. If we have to release personal information about you as part of the work that we are providing to you, we will only release what is reasonable and appropriate. Please ask us if you are concerned about this.

22.4 If we set up a company for you, we may have to release personal information about you to the companies that set it up and who provide director and secretarial services.

22.5 As a result, we may need to release personal information about you to our IT service providers so they can maintain our IT systems, such as our electronic filing data.

22.6 We would like to keep you up to date with information about us, our services, events and legal developments and issues that might interest you. Occasionally, we might also want to tell you about services, products or events other companies offer. If you do not want to benefit from this please let us know.

## 23. ANTI-MONEY LAUNDERING AND ANTI TERRORIST - FINANCING PROCEDURES

Since the beginning of 2002 there has been extensive new law designed to prevent money laundering. Under this law we have a duty to report any financial transactions which we regard as suspicious. It is important that you are aware of this.

If the matter you are instructing us on involves the movement of money or other property through this Practice directly or through another party we have to be satisfied that the relevant transaction is legitimate. This is a legal requirement and it may be necessary for us to ask you a series of questions touching upon your own identity, place of residence and the source of any relevant funds. We are sorry we have to undertake this level of enquiry, but we do not have a choice. Failure to discharge our anti money laundering obligations carries the potential criminal sanction on us of imprisonment.

The Proceeds of Crime Act 2002 ("The Act") creates a number of offences relating to the proceeds of crime which you should be aware of when you instruct us. The proceeds of crime are any monies/property/assets which have arisen as a result of any crime. These include, for example, monies (however low in value), saved as a result of tax evasion or benefit fraud, whether that money has been saved or spent.

If we become aware or suspect the existence of the proceeds of crime in your case (whether from you or from any other person), we may have to report the irregularity to the Serious Organised Crime Agency (SOCA). We may have to stop working on your matter until SOCA give us consent to continue and not tell you why. Neither the Practice nor our lawyers accept liability to you for any loss or damage caused by that delay. SOCA may withhold permission for us to continue with the case. SOCA can pass the information received to any relevant body such as HM Revenue and Customs and an investigation may take place at any time in the future. Privacy is lost if SOCA find evidence of money laundering and we can discuss the matter with other people, showing them your letters, e mails, phone call records and so on.

It follows from the above that if you have any concerns about irregularities in your financial position you may wish to seek specialist accountancy or welfare benefits advice to correct those irregularities. We strongly recommend that you do this before proceeding further. Please note that accountants are also required to comply with the provisions of the Act.

It is important you are aware that we may have a legal duty under the Act to report known or suspicious circumstances without telling you. This overrides the duty of Solicitor/client confidentiality and it can have serious consequences for you. In rare situations you may subsequently find that you then become subject to a HM Revenue and Customs investigation or benefits investigation and/or criminal proceedings.

Circumstances may arise where we have to approach you to seek your permission to report certain matters to SOCA. For instance we may take the view that, by proceeding further with your case (without permission from SOCA) we could be assisting in the commission of a money laundering offence. There are criminal sanctions on us in doing so. If you refuse such permission, we reserve the right to terminate your instructions, in which event; you will be liable for all our fees and expenses incurred up to the date of such termination.

Although we are, of course professionally and legally obliged to keep all communications between us (and all work done on your behalf) confidential, in certain circumstances all solicitors are 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 financing. They are prohibited from notifying you of the fact that a report has been made. By instructing us in any matter, you consent to our disclosure to that agency of such information as may be necessary pursuant to anti money-laundering procedures. We accept no responsibility or liability arising directly or indirectly from requirements and obligations of anti money-laundering and anti terrorist legislation or from our compliance with requirements of any authority in respect of that legislation.

In order to avoid such a situation arising, therefore, it may be necessary for us to ask questions about matters which it might appear to you we do not need to know, such as the source of the funds required for a transaction. If you were unwilling to answer such questions, we might have to decline to accept your instructions.

#### **24. RIGHT TO CANCEL**

If you instruct us on a non-business matter where we have not met you, then this clause applies.

If you want us to start work on your matter straightaway you must tell us immediately. The reason is, if we have not met with you, the Consumer Protection (Distance Selling) Regulations 2000 may apply. This means you have the right to cancel your instructions to us within seven working days of receiving our letter of engagement which accompanies these terms and conditions. You can cancel your instructions by contacting us by post, e mail or fax.

If you would like us to commence work on your matter within the next seven working days, please:

24.1 tick the box marked "commence work now" on our letter of engagement, which should be signed and returned to our office by post, fax or email or

24.2 tell us by other means (post, email, fax, phone) not to wait for this seven day period to elapse, to avoid any unintended delay caused by these Regulations.

Once you have instructed us to start work on your matter, you may be charged if you then cancel those instructions.

#### **25. CASES INVOLVING COURT OR TRIBUNAL PROCEEDINGS**

25.1 If you are making a claim through a court or tribunal or defending legal proceedings that we are handling for you, this paragraph (and possibly paragraph 25 below) applies to you.

25.2 You are responsible for paying our bills even if the court (or a tribunal) eventually orders another person or company to pay or part pay your legal costs.

25.3 Most cases with a financial value under £10,000 are dealt with in the small claims court, unless they concern personal injury. In cases before the small claims court, and also before an employment tribunal, it is rare that an order is made that a person who is not successful should pay the other's costs (other than some limited fixed court costs). You should not expect the other person to pay any of our charges and expenses, even if you are successful.

In all other cases sub paragraphs 24.4 to 24.11 below apply regarding costs.

25.4 The court can decide which person should pay the costs of proceedings. The court will usually order the person who is not successful to pay a percentage of the successful person's legal costs.

25.5 The court very rarely makes an order that the person who is not successful should pay all the successful person's costs. You should assume that, even if you are successful, you will have to pay legal costs over and above any amount of money that the other person has to pay to you. In assessing costs, the court can take into account all relevant circumstances including the conduct of the parties, whether the claim has been exaggerated and what efforts were made to try and resolve the dispute. If the other person has used public funding (what used to be legal aid), it is unlikely that they will actually pay you any amount towards your costs.

25.6 If the court orders the other person to pay some or all of our charges and expenses, we can claim interest from them from the date of the order until they pay. If you have paid our charges and expenses up front, we will pay any interest that we recover directly to you. If you have paid our charges and expenses after the case is dealt with, we will keep any interest that we recover.

25.7 If you decide not to carry on with the case, you may have to pay the other person's costs.

25.8 If you are not successful in any legal action, as well as having to pay our charges and expenses, the court will probably order you to pay part or all of the other person's costs.

25.9 The process of agreeing costs or having the court assess them can mean a delay between the court making an order for costs and the other person actually paying them. For example, if the other person has to pay your costs at the end of the case, it may take several months for the court to decide the amount and for them to then pay you. The court will expect you to have paid our charges and expenses (and so will we) before you can recover them from the other person. If you have not done so, the court will probably prevent the other person from paying you.

25.10 If the court has to decide the question of costs, we may have to prepare a very detailed bill and we will itemise the work that we have done on your case. You will have to pay us for preparing this bill and also for the court fee. The court might order the other person to pay some of these charges and expenses.

25.11 You may have to pay some of the other person's costs during the proceedings. During a case, any person involved in it can apply for the court to decide a point of procedure or law. If this happens, the court will make each person provide details of their costs for preparing or responding to the application. Once the court has made its decision, it will usually decide which person will pay the costs for the application. The court will normally decide that the person who is not successful has to pay the other's costs within 14 days of the date of the decision.

25.12 In civil, non-family court cases, the court says that certain documents must contain a 'statement of truth'. You must sign this statement of truth. You must make sure that the facts that you have given us or the documents you have given us are correct and true. If you sign the statement

of truth without considering it properly, it could be very serious. It could lead to the court making an order to fine you or to put you in prison. In some cases you may authorise one of our lawyers to sign a statement of truth on your behalf. If this happens, we sign as your agent and not in our own right.

25.13 During your case, you will have to pass to the other person all documents that relate in any way to the issues in the dispute that you have in your possession (or copies of any you previously had) plus those kept by your accountant or bankers and the like.

25.14 Your obligation under paragraph 24.13 is a broad obligation to the court. The court gives a wide meaning to 'documents'. It includes:

- 25.14.1 Correspondence;
- 25.14.2 Notes;
- 25.14.3 Diaries;
- 25.14.4 Electronic communications;
- 25.14.5 Documents stored electronically;
- 25.14.6 Video tapes;
- 25.14.7 Documents that you may consider confidential; and
- 25.14.8 Any other items that could damage your case.

25.15 Your obligation to release the documents under paragraph 24.13 is an ongoing obligation until the court proceedings are finished. This means that:

- 25.15.1 You must keep all relevant documents safe and you should not destroy any of them; and
- 25.15.2 We will need to review them during the course of the case. If you do not know whether or not to destroy documents, you should speak to the lawyer dealing with your case.

25.16 In family proceedings your obligation under paragraph 24.13 also covers assets you:

- 25.16.1 Own;
- 25.16.2 Have control over; or
- 25.16.3 Have an interest in.

25.17 It is essential that you provide your lawyer with all relevant documentation and information at the earliest possible opportunity. One of the principles behind the court rules is that litigation should be treated as a last resort but if proceedings are started they should be dealt with efficiently and fairly. This means it is important to have your case in order before issuing proceedings. You may be penalised by the court in costs if you fail to co-operate in providing documents and statements etc., on time following any court order to do so. Further, it is helpful if you can ensure that any letters, documents etc., that you provide are complete and arranged in good order (preferably chronologically) as the cost of any time your lawyer has to spend putting your documents in order may not be payable by the other person even if you are successful.

25.18 The court encourages parties to try and settle their disputes directly or by means of alternative dispute resolution (ADR). In other words courts should be seen as a last resort. ADR means any way of trying to settle disputes without formal litigation. It includes mediation, conciliation or arbitration. These are often more informal approaches which if successful can be cheaper and quicker than contested litigation. They can be considered at any time and if you wish to explore this further then please let us know.

25.19 Whether you are bringing or defending a claim you can at any time make an offer to settle to the other person. An offer to settle is a relevant factor that the court may take into account on the question of any costs order and can potentially have a very significant effect. If the offer is made in a certain way (under Part 36 of the Court Rules) and is accepted by the other person then the other person may have to pay your reasonable costs up to the date of that acceptance. If the other person rejects your offer and then fails to beat it at the final hearing then they can be penalised in costs and interest. As a result of these rules you should at all times consider whether to make an offer to settle which could put the other person at financial risk if such offer is reasonable and they reject it. Likewise careful consideration must be given before rejecting any offer to settle from the other person.

## **26. CONDITIONAL FEES**

26.1 For certain types of work, we may agree a 'conditional-fee basis' for our charges. If we do, we will send you a separate written agreement giving full details of the special terms that will apply between us.

26.2 In a 'conditional-fee arrangement', we agree that we will aim to recover our charges and expenses in working for you from the other person in your case against them. If the court decides the case in your favour, or we can negotiate a settlement for you, the other person will pay our charges and expenses. If the court decides against you, you will not have to pay our charges and expenses.

26.3 A conditional-fee case is a business risk for us. If your case is not successful, we will not be able to recover any of our charges or expenses. As a result, if your case is successful, we will charge you a 'success fee'. We work out this success fee by assessing the risk that we believe we are taking in helping you. Our opinion of the risk involved depends on our view of the merits of your case and the circumstances at the time we enter into the agreement with you.

26.4 If we start court proceedings for you and your case is not successful, you will have to pay the other person's charges and expenses. Your case will not be successful if the court decides against you or you have to withdraw your claim. So that you can reduce the risk, as far as possible, of having to pay the other person's charges and expenses, you should take out insurance. We can help you organise this type of insurance if you want. We may refuse to act for you on a conditional-fee basis if you do not have insurance.

## **27. RESIDENTIAL PROPERTY TRANSACTIONS**

27.1 If you instruct us to sell, buy, place a legal charge on or lease a residential property, you need to read this paragraph. We may, however, agree something different with you, for example, for us to send you interim bills (paragraph 12.1).

27.2 For sales, purchases and leases we will send a bill for our charges and expenses shortly before completion. You must pay this on completion.

27.3 If you are buying property with the help of a loan, and you have agreed with the lenders to pay their costs, we will send you a copy of their bill if we are instructed to act for your lenders. You must pay any fees before completion.

27.4 If the transaction involves a mortgage loan, and you agree to us acting for the lender, we have to pass your lender the information you give us that might be relevant to their decision as to whether to make the finance available. If you tell us things that you do not want the lender to know and they are relevant to the lender, we may have to stop acting for the lender, and possibly also for you.

27.5 We conduct residential conveyancing within the Law Society Conveyancing Protocol ("the Protocol") which has been developed to support solicitors undertaking residential conveyancing and focuses not only on the solicitor to solicitor contact but also the relationship with others in the process, such as estate agents, surveyors and mortgage brokers. The Protocol sets certain standards which are expected of solicitors dealing with

all parties within the transaction and promotes a transparent process. The general obligations under the Protocol include such things as maintaining high standards and dealing with others in a fair and honest manner and with co-operation, sharing information with others to assist the efficient management of the transaction or chain and informing others of changes in circumstances, dealing with communications promptly in accordance with agreed timeframes whilst using the most up to date forms, formulae and codes provided by the Law Society. Your acceptance of these Terms confirms your consent and instructions for us to act in accordance with the terms and spirit of the Protocol.

27.6 We may not be able to account you with sale proceeds on the day of completion. We reserve the right to account to you on the next working day.

## **28. INTELLECTUAL PROPERTY**

27.1 In working for you we will use our know-how and experience. We will share this with you by giving you advice and preparing documents on your case. This is our confidential information. We also own other rights in material that we produce in dealing with your case, such as copyrights and trademarks (these are called 'intellectual property').

28.2 As well as paragraph 27.1, you may not, unless you have our permission:

28.2.1 Release confidential information or intellectual property to any other person; or

28.2.2 Supply, pass on or otherwise commercially use our services.

28.3 Unless we have agreed otherwise, if you pay our bills, we will grant you a royalty-free, non-exclusive licence of our confidential information and our intellectual property. However:

28.3.1 You may only use these for the purposes for which we provide them to you in the first place; and

28.3.2 You may only use these for your own business or personal purposes and for no other reasons.

28.4 To avoid any doubt, if you do not pay our bills, we may cancel your right to use our confidential information and intellectual property.

## **29. INTEREST**

In accordance with the Solicitors Accounts Rules, it is the firm's policy to account to its clients for a sum in lieu of interest on a fair and reasonable basis. In particular, clients' monies will normally be held in a general client bank account in which amounts for different matters and clients are pooled – from which funds are instantly accessible. This means the amount of interest obtained might not be as high as could be obtained from direct investment or subject to notice of withdrawal.

A sum in lieu of interest will be payable on amounts held in general client bank account on the following basis:

- Interest will be calculated daily on the balance held for each individual matter, and compounded on a quarterly basis;
- In normal circumstances where the total amount of interest calculated over the course of a transaction is less than £20, no interest will be paid.

Clients monies will normally be held in an instant access bank account to facilitate transactions, however if specific instructions are received from the client requesting that fund be placed on a term deposit, interest earned on such term deposits shall be paid to the client in full.

If client monies are held in a separate designated deposit account (i.e. a specific bank account, for a specific matter) all interest earned on that account will be credited to that bank account and paid to the client in full.

Interest earned on money held by us is subject to tax. It will be passed on without deduction and the recipient is personally responsible for declaring this to the relevant authorities.

Interest rates are available on request.

## **30. LIABILITY FOR CHARGES**

Where we are instructed on behalf of partners, trustees or a number of clients in connection with a matter of project, unless otherwise agreed instructions are accepted on the basis that liability for our charges is joint and several. Similarly, where we are instructed on behalf of a private limited company or non – UK company, unless otherwise agreed instructions are accepted on the basis that the directors of the company assume joint and several liability for our fees should the company default for any reason.

In some circumstances, you may have a right of recovery or indemnity against a third party in respect of all or part of our invoices, but we are not permitted to issue VAT invoice in respect of services provided to you to any person other than you in any circumstances, and you remain liable to us to pay our invoices notwithstanding such a right.

## **31. LEGAL AID**

We do not undertake legal aid work but it is important that you are aware of Legal Aid. Legal Aid is useful to a litigant because if he loses, his liability is limited to his means – tested contribution, and it is unlikely the Court will allow the victor to recover any costs against him. Legal Aid is not free. In most cases it is only a loan, repaid from the fruits of the action. The assisted party succeeds and recovers or preserves any asset (Except for some exemptions for maintenance and family proceedings), it is subject to a "statutory charge".

The statutory charge operates to put the recovery or the preserved asset towards payment of the assisted party's legal costs first, and the assisted party only gets the net balance (if any) – often much later because of the time taken in quantifying the final costs. If the money is recovered, it has to be paid to the assisted party's solicitor who has to pay it into the Legal Aid Fund who carry out the accounting and pay out the balance.

The Legal Aid Agency has no power to reduce or waive the effect the statutory charge. If a home is involved, it is sometimes possible to delay payment, but the statutory charge then operates like a mortgage and attracts interest until everything is repaid on sale.

For more information please go to the LAA website [www.gov.legal-aid](http://www.gov.legal-aid) or telephone them directly on 0300 20 2020

## **32. GENERAL TERMS**

It may be necessary from time to time to amend our terms. If we do change these terms, we will write to tell you wherever possible; however our current Terms of Business can always be viewed on our website. Your continuing instructions to us will amount to acceptance of our terms.

## **33. INVALID TERMS**

If any of these terms is, or at any stage in the future becomes invalid, illegal or cannot be enforced in law, it will not affect the other terms which will stay in force.

#### **34. LAW**

If there is a dispute between you and us, we both agree that the courts of England and Wales will be the only courts with the power to deal with the dispute and that English law will apply.

#### **35. TAX ADVICE**

In the company, commercial and property work that we carry out important tax considerations are often dealt with. However, this firm does not currently provide tax advice, save in respect of the applicability and calculation of stamp duty land tax and VAT on straightforward property transactions. In the event that you require such advice then we will suggest that you seek independent advice from a suitably person.

#### **36. VALUE ADDED TAX**

Our fees, disbursement and expenses do not include VAT unless otherwise stated, but VAT may be added to your bill at the prevailing applicable rate if the service is in respect of an EU property matter, or it is deemed that the service is provided in the EU. Our VAT Registration number is 207 8511 16

#### **37. TERMINATING THE RETAINER**

37.1 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, expenses, third-party charges or disbursements.

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

37.3 Subject to paragraph 37.2 above, we reserve the right to terminate this retainer in the event of any unpaid fees or for any other reason that they deem appropriate.

37.4 If you or we decide that we should stop acting for you, you will still have to pay our charges up to that point. These are calculated as set out in these Terms of Business.

#### **38. FINANCIAL SERVICE COMPENSATION SCHEME (FSCS)**

We currently hold out client account funds in HSBC Bank Plc. The £85,000 Financial Service Compensation Scheme (FSCS) limit applies to each individual client and so if you hold other personal monies yourself in the same bank or bank group as a client account, the limit remains £85,000 in total. It may be advisable to check the position with your own bank especially as some banks trade under several different entities and trading names if a corporate body client is not considered a small company by the FSCS, it will not be eligible for compensation.

In the event of a bank failure you agree to disclosing details to the FSCS of you and the funds we were holding for you.

Version May 2017