

## TERMS OF BUSINESS

### OUR AIM:

- Quality legal advice, with a personal service at a fair cost.
- At the outset we will aim to
  - give you a general appraisal of the matter,
  - outline the best strategy for dealing with it
  - indicate how long it will take to deal with, and
  - advise as to the likely costs involved.

### OUR COMMITMENT TO YOU:

To:

- **REPRESENT** your interests and keep your business confidential.
- **EXPLAIN** to you the legal work which may be required and the prospects of a successful outcome.
- **MAKE SURE** that you understand the likely degree of financial risk which you will be taking on.
- **KEEP YOU** regularly informed of progress or, if there is none, when you are next likely to hear from us.
- **TRY** to avoid using technical legal language when writing to you - tell us when we fail in this aim!
- **DEAL** with your queries promptly.
- **KEEP** you regularly informed as to costs.

### YOUR RESPONSIBILITIES TO HAYES+STORR

- To enable us to provide you with the best service, we would ask you to:
  - Give us instructions that allow us to do our work properly;
  - Not ask us to work in an improper or unreasonable way;
  - Not deliberately mislead us;
  - Co-operate with us.
- We will not tolerate any discriminatory behaviour towards our staff, nor any harassment or bullying of our staff. We reserve the right to terminate our retainer if such behaviour occurs.
- We expect our request for funds to meet expenses and payments involved in our work for you as well as our invoices to be dealt with promptly

### OUR HOURS OF BUSINESS

- The normal hours of opening at our offices are between 9.00am and 5.00pm on weekdays. Messages can be left on the answer phone or by email outside those hours, and appointments can be arranged at other times when this is essential.

### PEOPLE RESPONSIBLE FOR YOUR WORK

- You will be informed who will be responsible for dealing with your work and who will be assisting them. We will try to avoid changing the people who handle your work but if this cannot be avoided, we will discuss this with you.
- The partner of this firm with final responsibility for work done is the senior partner Iain MacBrayne

### CHARGES AND EXPENSES

- Our charges are calculated by reference to the time spent by the solicitors and other staff carrying out work on your behalf as well as other factors such as the complexity and value of the work involved. The work we undertake will include progressing the matter and keeping you informed, meetings with you and perhaps others, reading preparing and working on papers, correspondence, telephone calls made and received, emails and other forms of written communication, costs calculations and necessary travelling time
- In transactions involving particular complexity or urgency, or requiring specialist expertise, an additional charge, which will be explained to you in advance, may be made reflecting the importance of the transaction and the consequent responsibility falling on the firm.
- Routine letters and emails, in and out, are each charged as 6 minute units of time and we charge for the time spent making and taking telephone calls in 6 minute units.
- **FIXED PRICE WORK** - In some cases it may be possible for us to work to a fixed quote, given either at commencement or during our work for you. In such cases we will explain what is and is not included in the price.
- **ESTIMATED FEE WORK** - Where a fixed quotation cannot be given or is inappropriate, or where the work to be undertaken is not covered by the 'fixed fee', we will advise you as to the charging rates of the lawyers involved, provide an estimate for the work and give you details of any variable factors that you should have in mind. From time to time we may arrange for some of this work to be carried out by persons not directly employed by us and in such cases you will be charged at hourly rates not greater than those set out below.
- **CONDITIONAL FEE WORK** - If we agree with you to do work under a Conditional Fee ("No Win No Fee") Agreement, you will be asked to sign the appropriate documentation. No such agreement can be assumed to be in place and these terms and conditions continue to apply until the separate written conditional fee agreement is signed by you.
- The rates are reviewed annually on 1<sup>st</sup> January. We will inform you of any variation in the rate before it takes effect.
- The current hourly rates are set out below. We will add VAT to these at the rate that is applicable at the time the work is done.

Partners, Consultants, Senior Solicitors and Assistant Solicitors, or lawyers of similar expertise, of 8 years standing	£190 - £205
Solicitors and Fellows of Inst. of Legal Executives and Senior Executives of over 4 years standing	£150 -170
Solicitors, Legal Executives and lawyers of equivalent experience of 1 to 4 years	£145
Trainee Solicitors, Paralegals and Other part qualified lawyers	£110
Team Assistants	£95

- Much of our work for clients will require payment from time to time of fees and expenses to others ('disbursements'). Examples include Stamp Duty Land Tax, Land Registration fees, Searches of public authority records Probate Registry fees, court fees, experts' fees, and so on. All estimates and fixed fees are exclusive of such and any VAT thereon.
- We require all such payments to be made by you when requested. We will only make such payments on your behalf from cleared funds provided by you
- If, for any reason, this matter does not complete, you will be charged for work done and expenses incurred. In the case of fixed fee work the amount charged will reflect the stage reached towards completion of the work
- Bank transfers from us are charged at £25.00 per transaction

#### **PAYMENT ARRANGEMENTS**

- Clients will be required to pay sums of money at commencement of our work and from time to time on account of the charges and expenses which are expected to be incurred. This helps clients budget for costs, avoids delay in the progress of a case and ensures you remain aware of the expense being incurred. If such requests are not met with prompt payment this firm reserves the right to stop acting for you further.
- Invoices to be paid within 28 days of our sending you a bill. Where payment is not made and without prejudice to our rights, interest will be charged on a daily basis, starting 28 days from the date of the bill, at 4% over Lloyds TSB Bank Plc's base rate from time to time.
- Transactional work. On a purchase transaction we will require all sums to complete the purchase, including our account, to be with us as cleared funds prior to completion; On a sale or in any work undertaken where sufficient proceeds are received by us we will deduct our invoiced charges and any disbursements from the funds at completion. Interim bill(s) may be issued where transactional work proceeds more slowly or at greater cost than anticipated.
- 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.
- Payment by you of an invoice issued by us is deemed to be acceptance of the validity of that invoice and of the amount due and paid

#### **OTHER PARTIES' CHARGES AND EXPENSES**

- In some circumstances, a client may be entitled to receive a contribution towards legal costs from a third party. Please note that you remain responsible to pay our charges and expenses in any event and any amounts which are recovered will be a contribution towards them. The other person will not be liable to pay the VAT element of your costs if you are able to recover the VAT yourself.

#### **INTEREST PAYMENT**

- Any money received on your behalf will be held in our Client Account. We will pay interest on this money in accordance with our written policy, a copy of which is available on request. Whether interest is payable is dependant on the amount of the funds and the period for which they are held, however, you should be aware that:
  - We will only pay interest if the amount of interest calculated is over £20;
  - When we hold money in a designated client account for clients or for a trust we will account for all interest earned during the period that the money is held.
- Where a client obtains borrowing from a lender in a property transaction, to ensure that the necessary funds are available when required we ask the lender to arrange that the loan monies are received by us in good time for completion. As such, interest on the borrowing may be charged by the lender from the date we receive it.

#### **MONIES HELD ON YOUR BEHALF**

- Any money held by us on your behalf will be placed in accordance with the SRA Accounts Rules in a separate client account with Lloyds TSB Bank PLC. However, neither the Law Society nor we can guarantee the security of the account in the event of a failure of the banking system.

#### **OTHER PROPERTY DISCLAIMERS**

- Unless specifically requested by, and agreed with you, we do *not* carry out any physical inspection of the property, or its surroundings.
- We do not advise on the value of the property, the suitability of any mortgage or other financial arrangements nor the taxation consequences of the transaction.
- We shall assume, unless you tell us to the contrary, that you are making your own arrangements for any appropriate environmental survey or investigation. We may, however, need to obtain for you or your lender, at your expense, an environmental search.
- We do not advise on the likelihood of neighbouring development or changes of use, but can recommend enquiries you should make of the appropriate authorities if you require.
- We will not advise you on the planning implications of your proposed purchase unless specifically requested to do so by you, otherwise than by reporting to you on any relevant information provided by the results of the 'local search'.

#### **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 1 year. 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. We will not destroy documents such as Wills, Deeds, and other securities, which you ask us to hold in safe custody. No charge is currently made for such storage, but prior notice in writing may be given to you of a charge to be made from a future date which may be specified in that notice.
- We may charge a fee based on time spent for producing stored papers or documents to you or another at your request, and any copying charges reasonably incurred. We would also charge for reading, correspondence or other work necessary to comply with your instructions.

#### **FINANCIAL SERVICES AND INSURANCE CONTRACTS**

- If during this transaction you need advice on investments, we may have to refer you to someone who is authorised by the Financial Services Authority, as we are not. 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 do not receive any introducers' fees, nor do we accept commission from third parties.
- We are 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 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).
- 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 Ombudsman is the independent complaints handling body.

#### **TERMINATION**

- You may terminate your instructions to 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 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 7 working days of the date on which you asked us to act for you. However, if we start work with your consent within that period, you lose that right to withdraw. Your acceptance of these terms and conditions of business will amount to such consent. If you seek to withdraw instructions, you should give notice by telephone, email or letter to the person 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 or other separate legal entity, we may require a Director and/or 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.
- Instructions given by any proper officer of the client are deemed to have been properly given by the client.

#### **TAX ADVICE**

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

#### **DISCLOSURE REQUIREMENTS**

- Solicitors are not allowed to disclose information about a client's affairs without the client's authority where we act for you in connection with a property transaction. By signing these terms and conditions of business and returning it to us you authorise us to disclose to the other parties in the transaction and, if applicable to all other parties in the chain of transactions and their agents and advisers all information which we have in relation to your involvement in the transaction, including any related sale or mortgage and other financial arrangements and wishes as to dates for exchange and completion. You may withdraw this authority at any time but if you do so you should appreciate that we will inform the other party or parties and their agents or advisers that this authority has been withdrawn.
- We will not be liable for any loss, damage or delay arising out of the firm's compliance with any statutory or regulatory requirement.

#### **COMMUNICATION BETWEEN YOU AND US**

- We will aim to communicate with you by such a 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 email or fax but we cannot be responsible for the security of correspondence and documents sent by email or fax.
- The Data Protection Act requires us to advise you that your particulars are held on our database. 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 clear understanding that we are authorised to act on instructions from either, both or any of them, unless clearly instructed in writing to the contrary. If we act for more than one client, all clients are jointly and severally liable for fees.

#### **TERMS OF BUSINESS**

- Unless otherwise agreed, and subject to the application of then current hourly rates, these Terms 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 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.

#### **QUERIES AND COMPLAINTS**

- Our aim is to offer an efficient and cost-effective service and we like clients to feel they can contact us at any time about anything of concern to them regarding the conduct of their business. However, should anything give you cause for concern please contact the person primarily responsible for dealing with the matter and if this should not resolve the problem, then please contact our Compliance Officer, Alex Findlay, at our Fakenham office.
- We will try to resolve any problem quickly and operate an internal complaints handling system to help us to resolve the problem between ourselves. You are entitled to raise a complaint; this can be in relation to any matter which concerns you, including a firm's bill, and a copy of our Complaints Handling Procedure is available from the Practice Manager and is also available via our website. If for any reason we are unable to resolve the problem between us, then we are regulated by the Solicitors Regulation Authority and complaints and redress mechanisms are provided through the Solicitors Regulation Authority and the Legal Ombudsman. You may also have a right to raise an objection to a bill by making a complaint to the Legal Ombudsman and/or by applying to the court for an assessment of the bill under Part 111 of the Solicitors Act 1974. Details of the Legal Ombudsman can be found at

www.legalombudsman.org.uk and their telephone number is 0300 555 0333. Please note, the Legal Ombudsman may not deal with a complaint about a bill if you have applied to the court for assessment of that bill.

- Any complaint to the Legal Ombudsman must usually be made within 6 months of the date of our final written response to your complaint. If we have been unable to respond fully to your complaint within 8 weeks you may refer the matter to the Legal Ombudsman. Under normal circumstances a complaint must be brought to the attention of the Legal Ombudsman within one year of the problem that initiated the complaint.
- Our professional indemnity insurer is Zurich Insurance Plc and under certain circumstances we are obliged to notify our insurers of a complaint and we reserve the right to do so. We will inform you in writing if this is the case.

**LIMITATION OF LIABILITY**

- Our liability to you for a breach of your instructions shall be limited to £2million or such other higher amount as expressly set out in the letter accompanying these terms of business. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.
- These limitations apply only to the extent that they are permitted by law. In particular they do not apply to any liability for death or personal injury caused by negligence.

**MONEY LAUNDERING**

- **Proof of identity.** In order to comply with the law on money laundering, we need to obtain documentary evidence verifying the identity and address as soon as practicable of all clients. Therefore, we will require sight of your passport or photo driver's licence, together with a current utility bill (less than 3 months old), either gas, electricity or telephone, but please note a mobile telephone bill is not acceptable.
- 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.
- **Confidentiality.** 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: recent 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 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.
- **Cash.** Our firm's policy is to only accept cash up to £750.00. If clients circumvent this policy by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.

**ESTATE ADMINISTRATION**

- Where we are engaged to advise an estate in administration, we only advise on the legal work (including tax) involved as it concerns the personal representatives who are our clients. We shall not be responsible for other aspects, particularly advice to beneficiaries of the estate – who technically are not our clients - where they need individual advice for their own circumstances. It is the responsibility of the beneficiaries to seek such further advice as may be relevant. Third parties engaged by the estate (such as valuers) are also only responsible to the estate and not the beneficiaries unless the terms of their retainer state to the contrary

**REVIEW OF FILES**

- Our practice is subject to audit or quality checks by external firms or organisations. These external firms or organisations are required to maintain confidentiality in relation to your files.

**EQUALITY AND DIVERSITY**

- This firm 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.

**DATA PROTECTION**

- To enable us to discharge the services agreed under this engagement, and for other related purposes including updating and enhancing client records, marketing, crime prevention and legal and regulatory compliance, we may obtain, use, process and disclose personal data about you. You have a right of access, under Data Protection legislation, to the personal data that we hold about you. For the purposes of the Data Protection Act 1998, Hayes + Storr is the data controller in relation to personal data held on you as a data subject.
- We may use information on our database to contact you by post or e-mail about other Hayes + Storr services or events (such as seminars on topical issues) that may be of interest to you. Your details will not be passed to any party other than the appointed agencies we use for marketing purposes. If you **do not wish** the information we hold about you to be used in this way, please tick the box on the duplicate of this letter. If you believe any information we hold about you is incorrect or incomplete, please contact us and any such information will be corrected.

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

Signed: .....

Signed: .....

Date: .....

<p>I do not wish to hear from Hayes + Storr about other services, seminars and events they may be able to offer me.</p>	<input type="checkbox"/>
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Our Ref: |