

# STANDARD TERMS OF BUSINESS

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These terms should be read in conjunction with any client letter sent to you. This is an important document please keep it in a safe place for future reference.

## PEOPLE RESPONSIBLE FOR YOUR WORK

Your client care letter states which people will be responsible for handling your work.

We try to avoid changing the people who handle your work, but if this cannot be avoided, we will inform you promptly who will be handling this matter and why the change was necessary.

We will explain to you the issues raised in your matter and keep you informed of progress, and will also advise you whether the likely outcome of your case will justify the likely charges and expenses and risk involved, from time to time as necessary.

## **CHARGES AND EXPENSES**

### *Our Charges*

Our charges are based on the time spent dealing with a case. Time spent on your affairs will include meetings with you and perhaps others; any time spent travelling; considering, preparing and working on papers; correspondence; attending Court; and making and receiving telephone calls.

Our time is charged on the basis of hourly rates, unless otherwise agreed. Hourly rates vary with the position and experience of the relevant fee-earner and full details will appear in our client care letter which will be sent to you at the commencement of our retainer. Where a junior fee earner has conduct of your case the work will be supervised by a senior member and we will make a charge for time reasonably supervision time spent.

These rates will be reviewed annually and you will be notified should the rates change. We will add VAT to our charges at the rate that applies when the work is done. At present, the rate of VAT is 20%.

The charge for our time is calculated in units equivalent to 6 minutes/one tenth of an hour. Accordingly, and by way of example only, if you are quoted an hourly rate of £160, then any routine letters that we write or receive and routine telephone calls that we make and receive will be charged as 1/10th of an hour, i.e. £16.50 plus VAT. Other letters and calls will be charged on a time basis, again in units of 6 minutes.

We reserve the right to charge you an additional £100.00 per hour for work on your matter outside office hours from now until the review date if your instructions mean we have to work outside normal office hours. We will notify you in advance if we believe that it will be necessary to work beyond normal office hours. You will be notified of any increased rate.

If you have any query about the level of any revised rates notified to you please contact us straight away.

Should your matter involve a contentious litigation claim then the amount of costs which you will have to pay Adams may be greater than the amount that you can recover from another party to the case. You will be responsible for paying our fees even if any order for costs is made in your favour.

Disbursements and Outgoings in litigation related cases

It is important that you understand that if we have agreed to act for you in a litigation case on the basis of a conditional fee agreement or Damaged Based Agreement, it does not follow that we will pay your disbursements. Examples of disbursements include court filing fees, charges incurred in obtaining documents from third parties, fees charged by experts and barristers' fees and in most cases we will ask you to provide payment for these disbursements and outgoings and disbursements as the case proceeds.

If your case cannot be settled by agreement and so has to proceed to trial, it will be necessary to instruct a barrister to appear on your behalf. The barrister's fee is likely to be the most expensive out of pocket expense that we will ask you to pay.

You must understand in particular that we will not send a brief to a barrister to attend your hearing until we have enough money from you to cover the costs that will be incurred by your barrister and to cover our costs of attending a hearing. This condition is a common misunderstanding in solicitor's practices but should be clear from the outset.

The same is true of Court hearing fees. These fees and Counsel's fees will be payable before any hearing and no less than 14 days prior. If we have not received the fee for the barrister, in particular, by then, we will not be able to act for you.

In addition, we will charge you for our reasonable expenses where it is necessary for a member of our staff to travel to an external location on your behalf. Where possible, we will use public transport and a ticket or receipt will be retained for your records. Where the use of public transport is not possible, we will charge you at a rate of £0.60 per mile.

Costs Estimates

Please refer to your client care letter for your preliminary estimate of fees and costs.

We will inform you if any unforeseen additional work becomes necessary (for example, due to unexpected difficulties or if your requirements or the circumstances significantly change during the course of the matter). We will also inform you of the estimated cost before any extra charges and expenses are incurred.

As soon as we have received full instructions from you, we will provide you with our preliminary estimate of fees. You should ensure that we provide this to you before we begin work, and we will do that in any event.

As a matter of policy we regularly review our estimate of costs in order to keep a check on your own costs as well as the costs that you may have to pay to your opponent if you lose the case. You can ask us at any time to provide an updated estimate.

If at any time our most recent estimate no longer seems achievable, we will give you a new estimate and tell you why we have had to increase the estimate. Please ask us to explain any reasons that do not seem clear.

If after receiving our preliminary estimate, you would like to set an upper limit on the fees that we may incur and hold you liable for without first obtaining approval then you may do so. If and when we reach that limit, we will notify you to explain why we need additional funding and obtain your approval to exceed the limit. Please understand that such an arrangement will not have the effect of fixing our fees, it will simply allow you to monitor them. If you do not agree the further funding when it is required then we will obviously have to stop acting for you.

### Payment Arrangements

It is normal practice to ask clients to pay sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. If you choose to pay by credit card the credit card accepting network may make a charge which is outside of our control.

We may request further payments on account for charges and expenses to be incurred as the matter progresses. When we utilise these payments towards your bill(s) we will send you a receipted bill. We will offset any such payments against your final bill, but it is important that you understand that your total charges and expenses may be greater than any advance payment.

We must also make it clear to you that we do not act in contentious matters unless you make the requested payment in advance of the costs being incurred. If we do not have funds in advance, then we will stop work until any outstanding bills are paid and we have received a payment on account of anticipated costs.

If a bill remains outstanding for more than twenty eight days then we will consider our retainer terminated.

### Billing Arrangements

To help you budget, we will send you an interim bill for our charges and expenses regularly while the work is in progress. Please feel free to ask the person(s) responsible for your work to issue an interim bill at any time. We will send a final bill after completion of the work. If you choose to pay with a credit card the credit card company may make a charge but this will not impact the overall bill to you.

Payment is due to us within seven (7) days of our sending you any bill. We will charge you interest on the bill at 8% per year from the date of the bill if you do not pay our bill within this time. Interest will be charged on a daily basis.

If we issue an interim bill and there is a balance owing to us, then we will stop work on the file until the balance is paid and you have made an advance payment on account of

future costs. We will not stop work unless we have given you sufficient notice before hand.

In some circumstances, we may be entitled to exercise a lien for unpaid costs over your file of papers. In such a case, we will lawfully hold onto your file unless and until all invoices are settled.

**If you have any query about your bill you should contact us straight away.**

*Other Party's Charges and Expenses*

It is important that you understand that you will be responsible for paying our bill(s) irrespective of the outcome of the matter for which we are acting for you. In litigation cases, for example, even if you are successful, the other party may not be ordered to pay all of your charges and expenses or these costs may not be recovered from them in full. If this happens, you will have to pay the balance of our charges and expenses. If the other party is legally aided, you may not get back any of your charges and expenses, even if you win the case. Even if the other party is ordered to pay your costs, you might have to take enforcement action against them leading to further expense. Ultimately, they will only be able to pay if they have sufficient income or assets.

If you are successful and the Court orders the other 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 the charges and expenses of seeking to recover any charges and expenses that the Court orders the other party to pay.

In some circumstances, the Court may order you to pay the other party's charges and expenses; for example, if you lose the case. The money would be payable in addition to our charges and expenses.

You should also be aware that a Court may penalise you at the end of a Court case even if you win your case. An example of why the Court could impose such a penalty would include for example, would be if it formed the view that although you won your case you had behaved unreasonably during the course of the case by, for example, refusing to participate in mediation or settlement talks or if you unreasonably rejected an offer of settlement that you fail to better at trial. We will provide more detailed advice to you if these scenarios arise.

We will discuss with you whether our charges and expenses and your liability for another party's charges and expenses may be covered by insurance, and if not, whether it would be advisable for you to have insurance to meet the other party's charges and expenses.

We comply with the Solicitors' Code of Conduct 2011 published by the Solicitors Regulation Authority and are required to advise you that we may pay an administration and referral fee of to a Referrer for the services that we shall provide to you, that referral fee will be variable but will be in the range of £150 to £250. However, please note that this fee will be payable by Adams Solicitors and you will not be required to pay any additional fee to us. This fee is part of the usual costs that a Solicitor may incur as part of promoting their own services to obtain work and will be paid from our own internal marketing budget. The estimate provided sets out the full extent of the fees that you will be required to pay. Please note that we are an independent firm of solicitors and you are free to raise questions on all aspects of the transaction with us. By instructing us you are confirming that you have been informed of the financial arrangements directly by the introducer and us. Under this agreement you provide consent for us to disclose any information to the Referrer, however, should you wish us to not disclose any information then please confirm this in writing to us and we will action your request. Where we are acting for the introducer in this matter too, and a conflict of interest arises, we might be obliged to cease acting. If the introducer has cold called you or acquired you as a result of marketing or publicity or other activities which, if done by a person regulated by the Solicitors Regulation Authority, would be in breach of any of these rules, please let us know immediately as we will have to cease acting for you.

## **MONEY LAUNDERING REQUIREMENTS**

### *Proof of Identity*

The law now requires solicitors, as well as banks, building societies and others, to obtain satisfactory evidence of the identity of their client. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wishing to launder money. In order to comply with the law on money laundering, we need to obtain evidence of your identity as soon as practicable. Therefore, please provide us with at least ONE document from list A (to establish ID) and TWO documents from list B (to establish address):

#### *List A*

- Passport
- Driving License

#### *List B (must be within the last 3 months)*

- Gas bill
- Electricity bill
- Water bill
- Land line phone bill (NOT mobile)
- Council tax bill
- Bank statement
- Credit card bill (with the card relating to the account)

We can only accept copies of originals if they are properly certified. Please ask us about this process if you think this will be necessary. If you have difficulty providing these documents, please let us know and we can discuss what else may be acceptable.

### 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 National Crime Agency ("NCA"). 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, while we are acting for you, it becomes necessary to make a money laundering disclosure, we may not be able to inform you that a disclosure has been made or of the reasons for it because the law prohibits 'tipping off'.

### Source of Funds

If you provide us with a substantial sum of money at any stage during the retainer, due to EC Money Laundering Regulations, we are obliged to ask for evidence of where these monies have come from. We will require confirmation of the source of these additional funds i.e. savings, additional loan or otherwise, by providing copy statement, passbook or other. It is a requirement of the Solicitors Regulation Authority ("SRA") that we ascertain the source of these funds to prevent money laundering through our firm.

## **OUTSOURCING**

Sometimes we ask other companies or people to do typing/photocopying/other work on our files to ensure this is done promptly. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

## **TIME SCALES**

We will advise you of the anticipated time scales involved in your matter at the outset. We will review this estimate at regular intervals. If at any point you are uncertain about the time scales involved, please contact us.

## **EQUALITY & DIVERSITY**

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

## **DATA PROTECTION**

We will process any personal data that you provide to us in accordance with our legal obligations under applicable data protection laws and regulations for the following reasons:

- to provide you with the services you have requested;
- to comply with applicable laws and regulations;
- for administrative purposes; and
- to provide you with information about us and our services, including legal updates.

Please note that our work for you may require us to give information to third parties, such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you. Please contact us if you would like more information on this right of access.

If at any time you do not wish to receive further information about us and our services please let us know.

## **FINANCIAL SERVICES AND MARKETS ACT 2000**

We are not authorised under the Financial Services and Markets Act 2000 but we are able, in certain circumstances, to offer a limited range of investment services **pursuant to the SRA (Financial Services (Scope) Rules 2001)**. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.

If you have any problem with the service we have provided for you then please let us know. We will try to resolve any problem quickly and operate an internal complaints handling system to help us to resolve the problem between ourselves. If for any reason we are unable to resolve the problem between us, then we are regulated by the SRA, which also provides a complaints and redress scheme.

### *Insurance Mediation*

Whilst we are not authorised by the **Financial Conduct Authority ("FCA")**, we are included on the register maintained by the **FCA** 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 SRA. The register can be accessed via the **Financial Conduct Authority** website at [www.fca.org.uk](http://www.fca.org.uk).

## **LEGAL AID, BEFORE THE EVENT INSURANCE AND AFTER THE EVENT INSURANCE**

Legal Aid is available to some individuals. This firm does not act in legally aided matters, nevertheless we recommend that you enquire of the Legal Services



Commission your eligibility for legal aid if you believe that you may qualify.

Some forms of insurance, such as home insurance, contain legal protection cover. This means that your insurer may agree to indemnify you in respect of legal fees incurred in certain types of cases.

We strongly recommend that you check any insurance policies that you hold in case you have this benefit available to you. If you do have legal protection cover, your insurer will probably require you to tell them about the case before we begin work. If you do not tell them about the case, then you might not be able to make a claim under the policy.

Finally, it is sometimes possible to obtain an insurance policy that will indemnify you in respect of your opponent's costs if you lose your case. If we agree to act for you on the basis of a conditional fee agreement, then we are required to discuss this type of insurance with you. If we have not already spoken to you about after the event insurance when you sign the conditional fee agreement, then please make sure that you ask us about it.

### **COST-BENEFIT AND RISK**

We are not in the business of running cases if the costs and risks that you will be exposed to are outweighed by the potential benefit that you are likely to receive. We will review our assessment of these factors regularly and provide you with advice about our views in this regard. You should ask us if you would like us to review our cost/risk assessment at any time.

### **ADVICE ON THE LAW**

Any specific advice given to you during the course of our retainer will be correct at the time of acting and Adams will not be under any express or implied duty to bring to your attention any changes to the law following the termination of our retainer ( unless otherwise agreed) and will not be accountable for losses which may arise.

### **STORAGE OF PAPERS AND DOCUMENTS**

After completing the work, we are entitled to keep all your papers and documents whilst there is money owing to us for our charges and expenses.

We will keep our file of papers for no more than six years, except those papers which you ask to be returned to you. We keep the file on the understanding that we have the authority to destroy it twelve years after the date of the final bill we send you for this matter.

We will not destroy documents you ask us to deposit in safe custody.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent producing 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 the instructions given by you or on your behalf.

## **TERMINATION**

You may terminate your instructions to us in writing at any time. We will be entitled to keep all your papers and documents whilst there is money owing to us for our charges and expenses.

In some circumstances, we may consider we ought to stop acting for you, for example, if you cannot give clear or proper instructions on how we are to proceed, or if it is clear that you have lost confidence in how we are carrying out your work.

We may decide to stop acting for you only with good reason, for example, if you do not pay our interim bill or comply with our request for a payment on account. We must give you reasonable notice that we will stop acting for you.

If you or we decide that we will no longer act for you, you will pay our charges on an hourly basis (including VAT) and expenses as set out earlier.

## **COMMUNICATION BETWEEN YOU AND US**

We are confident of providing a high quality service in all respects. If, however, you have any queries or concerns about our work for you, please raise them with me. All solicitors must attempt to resolve problems that may arise with their services. It is therefore important that you immediately raise any concerns you may have with us. We value you and would not wish to think you have reason to be unhappy with us.

### *Complaints and concerns*

We hope that you do not feel the need to lodge a complaint. However should a complaint arise, in the first instance you should write to the person responsible for the day-to-day handling of your matter, and provide the reason for your concerns. They will respond to your complaint within fourteen (14) days.

If you are not satisfied with the response they provide you, then you should write to our firm's Complaints Partner, Mr Markus Malik. He will investigate your complaint by conducting a review of your file, interviewing the fee-earners involved and possibly meeting with you. He will provide a written response to your complaint within fourteen (14) days of receipt.

A copy of our full complaints procedure is available upon request. At the conclusion of your complaint process, if you remain dissatisfied you have the right to complain to the Legal Ombudsman. The Legal Ombudsman can be contacted by telephone on 0300 555 0333, or by post at: PO Box 6806, Wolverhampton WV1 9WJ . You should bring your complaint to the Legal Ombudsman within 6 months of our final response to you. There are also general restrictions of bringing your complaint to the Ombudsman within 6 years after the date of the act or omission complained of within 3 years from when it is deemed you should have known about the issue concerned. There are further details available from the website <http://www.legalombudsman.org.uk/>.

We are agreeable to communication by email.

### **ACCEPTANCE OF THESE TERMS**

Unless otherwise agreed, these terms of business apply to any future instructions you give us. Your continuing instructions in this matter will amount to your acceptance of these terms and conditions of business.

We ask you to please sign and date the client care letter which we will send to you at the beginning of the retainer confirming that you understand these terms and conditions. We can then be confident that you understand the basis on which we will act for you.

If you have any queries about any aspect of these terms and conditions, please contact us immediately.

**Edition 1/2017**