

This is an important document which you should retain safely. We believe in providing our clients with as much information as possible as to the terms on which we agree to act for you. We hope the information below will give you a better understanding of the basis on which we act so as to avoid any confusion or misunderstandings. If there is anything you do not understand or require clarification it is very important that you ask us.

## **1. About our Charges**

In accordance with professional practice the fees must be fair and reasonable. Solicitor's fees are either charged on a *time* or are *fixed* depending on the type of case.

Time based fees include all time spent in a dealing with a case such as meetings with you and perhaps others; considering, preparing and working on papers; dealing with correspondence with yourself and others; attending to telephone calls with yourself and others and time spent travelling and waiting; In effect it amounts to all the time devoted to your case. We do not normally charge for photocopying routine documents, however, if they are bulky documents a charge will be made for photocopying.

Fixed charges are usually made where the time required on your case is known at the outset such as divorce by agreement, or preparation of wills and certain documents.

In other cases such as the administration of estates and in transactions involving a large amount of money or benefit to the client, charges may also be based on a value element in addition to the time based charge, such as the size of the estate or the value of the financial benefit. For estate administration this will in most cases be 1% of the gross value of the estate

You will be advised at the outset whether your fees can be fixed or whether they will be charged on an hourly rate.

### **a. Fixed Fees**

We will advise you if we can charge you a fixed amount at the outset. This will usually apply in non contentious matters only, such as uncontested divorces, wills, and change of name deeds, powers of attorney, sponsorship declarations, work permits, and certain immigration applications.

### **b. Hourly Rates**

In most other matters charges will be based on time spent. The hourly rates reflect the rate of the fee earner's skill and experience and the type of work undertaken. Our hourly rates range from £125 to £195 per hour depending on work type and the level of fee earner. We shall inform you of the rate in your case.

The minimum time charged by all solicitors is in 6 minutes units. Therefore all routine letters and telephone calls are charged as 6 minutes i.e. 1/10<sup>th</sup> of the hourly rate. If the hourly rate is £150 you will be charged £15 for all letters sent and received and all short telephone calls attended to. If a call or letter is longer than 6 minutes you are charged according to the time spent.

It is important you understand that each time you communicate with us either by telephone or letter you will be charged. File management requires we record your communications on our file and therefore a charge is normally made for the vast majority of calls. There will, of course, be some calls for which you may not be charged. For example, if you telephone to cancel or change an appointment or confirm receipt of a fax. However, generally all calls to the fee earner will be charged. We recommend you read our guidance notes "How to Minimise Legal Costs".

VAT will be added to the charges at the rate that applies when the work is done. At present, VAT is 17.5%.

### **c. Estimates**

If we are not able to give you a fixed fee quotation then we will be charging you on a time basis for which we can only provide you

with an estimate. Our estimate will be for guidance purposes to enable you to budget for your costs and may change due to unforeseen circumstances or additional work.

For small matters we will be able to give you a more realistic estimate.

For ongoing or litigation matters we cannot provide a reliable estimate, due to too many uncertainties, although but we will do our best to provide you a realistic estimate based on our experience of similar cases. Litigation can be unpredictable and all the issues in a case may not be known at the outset or new issues may arise. For example there may also be additional court hearings due to adjournments or applications or there may be a necessity to use an expert or there may be a new point raised by your opponent which require additional hearings or preparation of documentation. Litigation by its nature unpredictable and therefore all that we can do is keep you informed on the level of your costs. We will advise you if the estimate changes.

## **2. Disbursements**

In addition to our own costs there may be expenses payable to a third party on your matter such as barrister's fees, Court fees, home office fees or land registry fees. VAT may be payable on some disbursements. We will only incur disbursements when we have funds from you to cover these and have your authority.

## **3. Payments on Account and Billing**

As with most solicitors we request our clients to pay the anticipated costs and disbursements in advance before we commence work. Client monies are paid into a client account and remain there until we render an invoice or advice you of the costs incurred. We will render interim bills at appropriate intervals. The bill will be paid from monies held on account. If there are insufficient funds we will ask you to pay the balance of the bill as well as make a further payment on account.

In ongoing matters we may have requested several payments on account over a period of time. It is important that you are aware that the monies you pay in advance do not necessarily cover all the costs that will have been incurred. When we make requests for payments they are not based upon actual costs incurred but merely estimated costs. Therefore, you may only know the actual costs incurred to any date when an interim bill is raised.

You may set a limit on the charges to be incurred so that we do not exceed the limit without first obtaining your consent. However, this is only possible in litigation matters where a realistic limit is set to avoid disruption and delay in attending to your matter.

As with all solicitors we require settlement of bills as and when they are raised. We regret that a delay in payment may result in no further action being taken on your case until such time as payment has been received.

Payment of interim bills is due within 14 days from the date of the invoice. If you do not pay the bill within this time, interest is charged at 1% per month on a daily basis, from the date of the bill. If you have any query about the bill, you should contact us straight away.

In the event of an invoice not being paid we will cease to act. In this event we shall be discharged from all further duties to you and accept no responsibility for your matter. We shall also be entitled, if acting on a litigation, to apply to the Court for an Order to remove our firm's name from the Court Record as solicitors acting for you.

Should it should be necessary for us to seek to recover charges or expenses from you, we may do so on a full indemnity basis in respect of any costs we incur, including the costs of all agents we appoint to collect such amounts. We may retain all documents and any items in our possession relating to any matter until our invoices have all been paid in full.

If, for any reason, your matter does not proceed to completion for example because you decide not to proceed, we will charge you for work we have done and expenses incurred.

## 4. Recovery of Your Legal Fees in Litigation Cases

It is usual in litigation matters for the unsuccessful party to be ordered to pay all or part of the legal costs that have been incurred by the successful party. Even if you are awarded all your costs this does not mean that the unsuccessful party will be liable to pay 100% of the charges. This is because the successful party is only liable to pay our costs as assessed by the Court. It is important to understand clearly that you are liable in any event for our charges in full under these Terms of Business irrespective of the outcome of the case. If you are successful you should note the following possibilities: -

- There is no guarantee that your opponent will be ordered to pay all or any of your costs.
- Even if your opponent is ordered to pay costs he/she may not be ordered to pay the full amount of your charges that we invoice to you.
- Your opponent may be incapable of paying costs as are ordered and you may not recover them.
- If your opponent has funding from the Legal Services Commission, then you are unlikely to get an enforceable order for costs.
- You will also incur further costs in trying to recover your costs, if ordered, from the opponent.
- If an agreement as to how much your opponent will pay towards your costs cannot be reached then the Court will assess this. This is procedure is called "detailed assessment" and will involve having to instruct a Costs Draftsman to prepare our bill and attending a hearing. You will be responsible for the costs of this procedure.
- Even if you are successful in the case as a whole, you may still be ordered to pay the costs of interim hearings or on issues on which you fail or in respect of which you are found to have acted unreasonably or disproportionately.
- If you are not successful in relation to the whole or part of the case you are likely to be ordered to pay your opponent's costs or a substantial part of them.
- Finally, please note that parties cannot generally recover their legal costs in employment tribunal cases or small claims where the value of the claim is less than £5,000.

## 5. Public Funding (Legal Aid)

We do not undertake publicly funded work and cannot advise you on your eligibility. If you are on low income and believe you may be entitled to help towards your legal costs then we shall be happy to refer you to a legal aid firm.

## 6. Progress Reports

You will be kept informed of the progress of your matter when there are any developments to report. In ongoing lengthy cases there may be gaps in activity or little to report such as only routine correspondence. In these instances we may not contact you. This does not mean that work on your case has stopped but is merely to keep costs down. In shorter cases where we have already agreed in advance all the work to be done and carry this work out you would not receive an interim progress report.

## 7. Financial Services

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

## 8. Money Laundering

### ***Proof of ID***

The law now requires solicitors, as well as banks, building societies, and others, to obtain satisfactory evidence of the identity

of their clients. Therefore, before we are able to act for you we will need two separate forms of ID and proof of address. Usually this would be a passport and/or driving licence and a utility bill, council tax bill or bank statement.

### ***Confidentiality***

Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. However, recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Criminal Intelligence Service. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure. If this happens, we may not be able to inform you that a disclosure has been made or of the reasons for it because the law prohibits "tipping-off".

## 9. Email

It is our preference to use e-mail whenever appropriate in our dealings with you and with other solicitors. Although the Internet medium is, however, insecure and messages may pass through unregulated service providers and networks are vulnerable to hacking. Nonetheless, we believe that the benefits of e-mail outweigh the disadvantages and therefore unless you instruct us otherwise we may include confidential information in non-encrypted e-mails.

## 10. Storage of Papers and Deeds

After completing the work, we are entitled to keep all your papers and documents while money is owing to us. Your file of papers (except for any of your papers which you ask to be returned to you) will be kept in storage for no more than 6 years and on the understanding that we have your authority to destroy the file after 6 years after sending you our final bill. We will not destroy documents you ask us to deposit in safe custody.

We do not normally make a charge for retrieving stored papers or deeds in response to continuing or new instructions to act for you. However, if you request your file some time after the matter has been concluded there will be a charge for retrieving the file.

## 11. Termination

You may terminate your instructions to this firm at any time but this must be in writing. However, if there remain any fees outstanding these will be required to be paid before any papers/documents can be released to you.

In some circumstances, you may consider that we ought to stop acting for you, for example, if you cannot give clear or proper instructions on how we are to proceed. Under professional rules we may not cease acting for you without good reason, for example, if you do not pay an interim bill or if there is a conflict of interest. We will give you reasonable notice that we will stop acting for you.

## 12. Complaints

We aim to offer all clients and efficient and effective service. However, we are also human and mistakes though rare, can occur. If for any reason there any aspect of our service or advice with which you are unhappy then please do let us know and we will try our best to redress the matter.