

# **COLLINS SOLICITORS**

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**COLLINS SOLICITORS**  
**TERMS AND CONDITIONS OF BUSINESS**

**1. People responsible for your work**

The name and status of the person mainly responsible for this matter will be named in the letter accompanying these terms. They may be assisted by others as the matter progresses.

The Partner of this firm, with ultimate responsibility for our work for you is also named in the letter.

We try hard to avoid changing the people who are handling your work but if this cannot be avoided, we will notify you promptly who will be handling your matter (and why the change was necessary)

**2. Hours of Business**

Our normal hours of business are 8.45 am to 5.30 pm Monday to Friday inclusive.

**3. Charges and expenses**

Our charges are based on the time we spend in dealing with a case. Time spent on your affairs will include meetings with you and perhaps others (e.g. witnesses experts); any time spent travelling; considering, preparing and working on papers; correspondence; and making and receiving telephone calls and emails.

Where we charge per hour for each hour engaged on your matter, please note that the current hourly rate of our solicitors and executives are as follows:

Partners and Solicitors	£203 - £330 per hour
Other Solicitors, Legal Executives and Professional Staff of equivalent experience	£180 - £260 per hour
Trainee Solicitors, Para Legals and Fee Earners of Equivalent experience	£ 110 - £190 per hour

Where we cannot provide a fixed fee, we will provide you with an estimate of our likely fees and other costs, based on the information we have when we take your instructions.

We will update you regularly about our actual fees and expenses against our estimate and revise them as required.

With your agreement you will be interim billed at regular intervals for the work we do for you. Should it become necessary to increase the applicable rates due to the complexity of the work you will be given prior notice and your agreement sought before any further work is carried out. Routine letters that we write, and routine telephone calls that we make and receive will be

charged as units of  $1/10^{\text{th}}$  of an hour. Routine letters received will be charges as units of  $1/20^{\text{th}}$  of an hour. Other letters and calls will be charged on a time basis.

Every six months or more frequently as the situation demands we will review the hourly rate/s to take account of changes in our overhead costs and notify you in writing of any increased rate.

In addition to the time spent, we may take into account a number of factors which include the complexity of the issues, the speed at which action must be taken, the expertise or specialist knowledge which the case requires and, if appropriate, the value of the property or subject matter involved. On the basis of the information currently available, we expect these factors to be adequately covered by the hourly rates set out above. The rates may be higher if, for example, the matter becomes more complex than expected; we will notify you of this.

If you have a query about the level of any revised rates notified to you, please contact the person dealing with your matter straight away.

You should be aware that in litigation, the amount of our costs which you will have to pay may be greater than the amount you can recover from another party to the case.

We will add VAT to our charge at the rate that applies when the work is done. This rate will be shown on our bills.

There may be certain other expenses, including payments we make on your behalf, such as court fees, fees for medical reports and barrister's fees, which you will have to pay. VAT is payable on certain expenses. These are often referred to as disbursements. We may raise bills separately for disbursements we pay on your behalf.

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 its estimated cost in writing before any extra charges and expenses are incurred.

You may set a limit on the charges and expenses to be incurred. This means that you must pay those incurred up to the agreed limit without our needing to refer back to you. We will inform you as soon as it appears that the limit may be exceeded and will not exceed the limit without first obtaining your consent.

If, for any reason, this matter does not proceed to completion, we will charge you for work done and expenses incurred.

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. This helps to avoid delay in the progress of their case. The amount we will need on account of our charges and expenses to be incurred as the matter progresses is specified in the accompanying letter. When we put 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 payments.

#### **4. Billing arrangements**

We will send you an interim bill for our charges and expenses at the end of each month/quarter while the work is in progress. This enables you to budget as the matter progresses. We will send a final bill after completion of the work.

Payment is due to us within 28 days of our sending you a final bill. We will charge you interest on the bill (the rate payable on judgment debts, from one month after delivery of our bill). If you do not pay our bill, interest will be charged on a daily basis.

Cash payments in excess of £1,000.00 will not be accepted without prior authority. If you have any query about your bill, you should contact the person dealing with your matter straight away.

You may challenge or complain about your bill and you have a right to apply for assessment of the bill under Part III of the Solicitors Act 1974.

#### **Credit Card / Debit Card**

We have the facility for clients to make payment over the telephone or by attending our offices by Credit Card (Mastercard – Visa etc) or Debit Card.

#### **5. Payment of Interest**

Any money received on your behalf will be held in our client account. Interest will be calculated and paid to you at the rate set by our bank for money placed in client account. That of course may change. The period for which interest will be paid normally runs from the date when the funds are received by us until the date of the cheque issued to you. The payment of interest is subject to certain minimum amounts and periods of time set out in the Solicitors Accounts Rules 1998.

#### **6. Other party's charges and expenses**

It is important that you do understand that you will be responsible for paying our bill/s. We will discuss with you whether your charges and expenses might be paid by another person.

In litigation, even if you are successful, the other party may not be ordered to pay all your charges and expenses or these may not be recovered from them in full; if this happens, you will have to pay the balance of your 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.

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 legal charges and expenses; for example, if you lose the case. The money would be payable in addition to our charges and expenses. 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.

## **7. Money Laundering and Terrorist Financing Legislation**

The activities of this firm are regulated by Money Laundering Legislation. Arising out of this, in circumstances where there is a knowledge or a reasonable suspicion of money laundering activity on the part of either a client of this firm or another party to any proposed or actual proceedings or transactions, a report will be made by the relevant member of staff to our internal Money Laundering Regulation Officer (the MLRO) who will upon receipt of such a report, if appropriate, submit a detailed report to the National Crime Agency (NCA). In the event that such a report has been submitted, no further work will be carried out by this firm until such time as we are permitted to do so by operation of law. Under present legislation we are not allowed to advise you that any such report has been made, either to our MLRO or to the NCA.

## **8. Incidental Investment Business**

Sometimes conveyancing/family/probate/company work involves investments. We are not authorised by the Financial Conduct Authority and so may refer you to someone who is authorised to provide any necessary advice. However, we can provide certain limited services in relation to investments, provided they are closely linked with the legal services we are providing to you, as we are regulated by the Solicitors Regulation Authority.

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 us, then the Solicitors Regulation Authority and the Legal Ombudsman provide complaints and redress mechanisms.

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 of the Legal Services Board.

## **9. Insurance Mediation**

This firm 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](http://www.fca.org.uk)

## **10. 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. We will keep our file of papers (except for any of your papers which you ask to be returned for you) for no more than 7 years. We will retain the file on the understanding that we have the authority to destroy it 7 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 charge £50 plus VAT for such retrieval. However, we may make a charge based on time spent producing stored papers or documents for 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.

In addition to paper copy we use Cloud Computing to store client files. If you object to this please inform us in writing

## **11. 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.

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 an 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 and expenses as set out earlier.

## **12. Lexcel Quality Standard and Professional Indemnity Insurance notification**

We are committed to delivering excellent service to all our clients. To help us achieve this, we have obtained the Law Society's quality standard, Lexcel. During their audit, your file may be selected at random as part of an inspection of our procedures. Before the assessors can inspect your file, you must give consent for them to do so. Whilst the assessors are bound by strict confidentiality, you may refuse consent without giving a reason.

In addition, if the Firm is required to make a notification of circumstances and/or claim under its PII policy information about you and your matter may be seen by the insurer

In both cases you may give your consent and you may withdraw it at a later date if you wish. We may also refuse or withdraw consent to inspection on your behalf if we feel it would be in your

best interest to do so. In any event, your consent or refusal will not affect in any way, how your matter is dealt with. By signing and returning the copy of this letter you will be giving your consent to a Lexcel and PII inspection.

### **13. Provision of Service Regulations 2009**

We comply with the above regulations as follows:

- a) We carry the required indemnity insurance cover for a firm of our type and for the service we provide. The cover is provided by QBE Insurance (Europe) Ltd ([www.qbeeurope.com](http://www.qbeeurope.com)). The coverage is worldwide. Further details are available on request.
- b) We are a VAT registered business. Our VAT number is 653 3264 44.
- c) We comply with the rules and guidance imposed by our regulator the Solicitors Regulatory Authority. The Authority can be found at [www.sra.org.uk](http://www.sra.org.uk) and the rules can be found at [www.sra.org.uk/rules](http://www.sra.org.uk/rules)
- d) We have an internal complaints handling procedure, see 10 above. Full details are available on request.

### **14. Cancellation of Contracts**

Where contracts are made in the consumers home or place of work you have the option to cancel your instructions and therefore the contract made between us. You must do this in writing within 14 days of us taking your instructions in your home or at your place of work.

### **15. Equality & Diversity**

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

### **16. Data Protection**

We use the information you provide primarily for the provision of legal services to you and for related purposes including updating and enhancing client records, analysis to help us manage our practice statutory returns and legal and regulatory compliance.

Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Our use of that information is subject to your instructions, our duty of confidentiality and the relevant data protection legislation. Should you need it the Information Commissioner's Office can be found at [www.ico.org.uk](http://www.ico.org.uk). Please note that our work for you may require us to give information to third parties subject as expert witnesses and other professional advisers. That definition includes the services of a Cost Draftsman. You have a right of access under Data Protection Legislation to the personal data that we hold about you.

We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information please notify our office in writing.



## **17. Outsourcing of Work**

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

## **18. Limiting Liability**

Our liability for breach of your instructions shall be limited to £2,000,000 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 opportunity. 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.

## **19. Client Due Diligence**

The law requires solicitors to get satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their clients can be used by criminals wanting to launder money.

To comply with the law we need to get evidence of your identity as soon as possible. Our practice is to obtain photographic identity and copies of household utility bills. We do not normally make a charge for this exercise but in the event that a charge is to be made for any searches which might be required we will let you know beforehand and the cost will appear on your bill under expenses.

If you cannot provide us with the specific identification requested please contact us as soon as possible to discuss other ways to verify your identity.

## **20. Mortgage Fraud**

In the event that we are acting in a conveyancing matter for both the lender and the purchaser we will have a duty to reveal to the lender all relevant facts about the purchaser and mortgage. This includes

- Any differences between your mortgage application and information we receive during the transaction.
- Any cashback payments or discount schemes that a seller is giving to you.

## **21. Distance Selling**

If we have not met you so the Consumer Contracts Regulations 2013 apply this will mean that you have the right to cancel your instructions to us within 14 days of receiving this letter. You

can cancel your instructions by contacting us by post or by fax to this office. Once we have started work on your file you may be charged if you then cancel your instructions. If you would like us to commence work on your file within the next 14 days please:

Sign these Terms and Conditions, endorse the Terms and Conditions with confirmation that you wish us to “commence work now” and return it to this office by post or fax.

## **22. Complaints**

Should you be dissatisfied about any aspect of the service we provide to you, including the amount of any bill, please raise your dissatisfaction with the partner responsible for your matter. If he/she is unable to resolve the matter or, alternatively, you would like to raise your dissatisfaction with someone else, please contact our client care partner, Danielle Holliday.

Our policy is to resolve any complaint as quickly as we can. A copy of our written complaints handling policy is available at any time upon request.

If you are dissatisfied with the way in which we have handled your complaint you may be able to ask the Legal Ombudsman to consider it.

The Legal Ombudsman can be contacted by telephone on 0300 555 0333 or by email at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) or by post at PO Box 6806 Wolverhampton WV1 9WJ. Normally, you will have to approach the Legal Ombudsman within six months of receiving a final written response from us about your complaint.

Alternative complaints bodies such as ProMediate ([www.promediate.co.uk](http://www.promediate.co.uk)) are available and we agree to use ProMediate.

If you wish to query or challenge a bill you have the additional right to apply to the court for a detailed assessment under Part III of the Solicitors Act 1974. If you do this, the Legal Ombudsman may decline to consider your complaint.

## **23. Applicable Law**

Any dispute or legal issue arising from our terms of business will be determined by the Law of England and Wales, and considered exclusively by the English and Welsh courts.

## **24. Agreement**

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. Even so, we ask you to please sign and date the enclosed copy of these terms and return it to us immediately. We can then be confident that you understand the basis on which we will act for you.

This is an important document; please keep it in a safe place for future reference.

Signed ..... Date .....