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1 Introduction

These Terms and Conditions of Business and the accompanying engagement letter(s) set out our service standards and the terms of business on which we agree to act for you. If you have any questions about any of the information contained herein, please contact the person dealing with your case. If there is any conflict between these terms and the engagement letter, the contents of the engagement letter will apply. We have a duty to work for you with reasonable care and skill. Our advice and services are for your benefit only and may not be used or relied on by anyone else.

By continuing to instruct this firm we shall be entitled to assume you have agreed to the terms and conditions set out here. For the purpose of these terms, "we" "our" "us" or "the firm" refers to Cooper Stott Solicitors Ltd. These terms of business cannot be varied without the written agreement of a Director.

Your contract is with Cooper Stott Solicitors Ltd. There is no contract between you and any Director, employee or consultant of the firm. Any advice given to you (or other work done for you) by a Director, employee or consultant of the firm is given (or done) by that person on behalf of the firm and not in his or her individual

capacity and no such person assumes any personal responsibility to you for the advice or other work.

2 About Cooper Stott Solicitors

Cooper Stott Solicitors is a trading name of Cooper Stott Solicitors Ltd, which is a private company limited by shares registration number 08939300. A list of our Directors, all of whom are solicitors, is available for inspection at our registered office at:

Aykley Vale Chambers, Durham Road, Aykley Heads, Durham DH1 5NE DX 60223
DURHAM

Tel: 0191 384 7210

Fax (General): 0191 384 4882

Fax (Conveyancing): 0191 384 2362

Website: www.cooperstott.co.uk

Email: law@cooperstott.co.uk

VAT registration number: 459 7235 11

We are a legal practice authorised and regulated by the Solicitors Regulation Authority (SRA) under number 615314. The SRA Standards and Regulations set out the regulatory framework imposed on service providers such as ours. Further information about the relevant Codes of Conduct is available on the SRA website at www.sra.org.uk.

3 Hours of business

The usual office hours are from 9:00 am to 5:00 pm Monday to Friday, however work is and can be carried out other than during usual office hours and appointments outside of those hours may be available.

4 Management of your matter

The person responsible for dealing with your work and the Director with ultimate responsibility for the conduct of your matter will be set out in the engagement letter. If, for any reason, you are unable to contact your lawyer then please feel free to speak with a member of our support staff who shall be pleased to take a message for you.

We will try to avoid changing the people who handle your work but if this cannot be avoided, we will tell you promptly of any change and why it may be necessary.

5 Your responsibilities

In order that we are able to provide the level of service we strive to achieve, you must agree to the following:

- You will provide full and accurate instructions or information necessary for dealing with your case and we will rely on the information being true, correct and complete;
- You will provide all documentation or information when requested in a timely manner throughout the conduct of the case;
- You will keep us informed about any significant changes in your circumstances;
- You will make all payments to us, when requested, for money on account in respect of our invoices, including disbursements, VAT or other relevant payment.

6 Our responsibilities and service standards

We are committed to providing an efficient, high quality and cost effective service having regard to the requirements of your individual needs. In order to do this it is important that we agree in advance the nature of our relationship. This will include:

- Acting in your best interests at all times of the retainer, subject to the law and our professional obligations;
- Explanations and the provision of appropriate advice in relation to the aspects of the legal work we have been instructed to undertake, including relevant changes in the law;
- Communication of costs updates at relevant stages of the matter.
- Advice as to the likely timescale we expect the various stages of the transaction to take.
- Regular communication and updates at relevant stages of the matter. Please note however that it is our policy to treat postal communications, faxes and emails in the same way and these are normally processed on a priority basis and according to the date and time of receipt. It is our aim to respond to you as quickly as possible but, as you will appreciate, volumes of incoming correspondence do fluctuate and this can occasionally cause a delay in response.

7 Excluded advice

We do not advise on the laws and regulations of jurisdictions other than England and Wales (which for these purposes includes the law of the European Union as applied in England & Wales).

Whilst we have a degree of understanding of taxation relevant to an individual or corporate entity or value added tax or other taxation, we are not qualified to give any taxation advice in any form and you should take the professional advice of a taxation accountant or your own accountant. If you authorise us to proceed with the transaction, we will proceed on the basis you have sought appropriate professional advice. If you wish us to help you appoint an appropriate accountant please ask.

We do not tolerate tax evasion, or the facilitation of tax evasion in any circumstances, whether committed by or facilitated by a client, our employees or associated persons or companies. We are committed to fighting tax evasion and have policies and procedures in place to detect and prevent the facilitation of tax evasion offences in accordance with the provisions of the Criminal Finances Act 2017.

8 Alternative methods of funding

We will discuss with you at the outset whether you have an alternative way of paying our costs where you are or might be involved in a dispute. If you are eligible for Legal Aid (see below) we will discuss this possibility with you.

Another body (such as your employer or trade union) could be responsible for your costs. It is also possible

that you hold a legal expenses insurance policy that covers our costs (sometimes household contents, car or other insurance policies include legal expenses). This is important because if you do have such an alternative, it may affect the recovery of costs from your opponent. You should tell the lawyer responsible for your matter if you think you may have such an arrangement. If another body does pay your costs then, with your consent, we may have to tell that body about your dispute.

9 Legal Aid

If your matter is funded via legal aid, the terms and conditions may differ according to the type of matter and legal aid cover which applies. This will be explained to you in the engagement letter. You agree that you will keep us and the Legal Aid Agency informed of any change in your financial circumstances once in receipt of legal aid. Any potential liability for costs under legal aid will be explained in the accompanying engagement letter.

10 Charges and expenses

General

At the outset of a matter we will agree the basis on which we will charge you, and the engagement letter will set out arrangements concerning our fees and expenses. The fee structure applied to the work will be dependent on the nature of the matter.

Fixed fee and advice-only work

If we have agreed a fixed fee for work on your case, the arrangements will be set out in the engagement letter. Provided we are not requested to do any more work than when that fixed fee was agreed, we will not apply any additional charges. However, we reserve the right to make an additional charge in the event that the matter becomes more complex or lengthier than originally estimated. This would normally entail either increasing our fee estimate or charging at an hourly rate for the additional work involved. In the latter case we would try and give you our best estimate of the likely additional cost or, where this is not possible, we would obtain your authority to carry out work to an agreed fee limit.

In other cases we may be willing to act for you on an 'advice-only' basis. Where this is agreed we will confirm the fee and set out the scope of the work to be undertaken in our engagement letter.

Hourly rates work

On matters funded on an hourly rate basis, our charges will be calculated mainly by reference to the time actually spent by the solicitors and other staff in respect of any work which they do on your behalf. This may include meetings with you and perhaps others; reading, preparing and working on papers; making and receiving telephone calls, e-mails, faxes and text messages; preparation of any detailed costs estimates, schedules and bills; attending at court; and time necessarily spent travelling away from the office. From time to time we may arrange for some of this work to be carried out by persons not directly employed by us; such work will be

charged to you at the hourly rate which would be charged if we had done the work ourselves.

Our charges are broken down into units of six minutes with routine written communications and telephone calls charged at one unit each. Other letters, e-mails and calls are charged on a time spent basis. These charges do not include VAT, which will be added to the bill at the prevailing rate at the time of the invoice as opposed to at the time of any quote or estimate. At present, VAT is 20%. We keep a detailed record of this time. Hourly rates are reviewed annually in January each year and may be revised at other times. We will inform you of any changes to our hourly rates.

The current hourly rates (excluding VAT) set out below will apply to your matter unless the engagement letter stipulates otherwise in which case the engagement letter rates will take precedence:

Directors	£200
Solicitors:	£150
Trainee Solicitors:	£110

In addition to the time spent, we may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken, any particular specialist expertise which the case may demand. An increase in the rates may be applied to reflect such factors.

Expenses

All disbursements which we incur on your behalf will be payable by you in addition to our fees. A disbursement is an additional expense which is payable to a third party, such as; a Court fee, a Barristers fee, Land Registry fees, experts or agents charges and travel expenses. VAT is payable on certain expenses. We also charge for the cost of international telephone calls. Postage charges which arise during the normal conduct of your case for routine letters to you and third parties are included in our hourly rate. However we may charge separately for items sent abroad, those sent by special delivery or for larger items (e.g. packages or parcels). We may also charge you for photocopying, scanning and creating certain documents at a rate of £0.10 for each page and £0.50 per copy depending on size and colour, or at cost price if outsourced. Other than nominal expenses, we will request you to place us in funds before any disbursements are incurred.

11 Timescales and costs estimates

It is not always possible to tell at the outset how long a matter will take and what the overall cost is likely to be. If this is the case we will explain the reasons for this and give as much information as we are able, with regular updates as the matter progresses. In all other cases we will provide an estimated timescale for the various aspects of your matter and an estimated total fee for the work you have instructed us to complete in our engagement letter. The estimated charges are based on the work which we have been instructed to undertake.

If you ask us to undertake further work, additional charges will apply commensurate with the additional

work to be carried out. We shall endeavour to provide an estimate of any additional charges at the appropriate time. If you wish, we can set an upper limit on the costs which you may incur, which we shall not exceed without contacting you. You must specifically advise us of this, if this is what you require. In certain circumstances we may agree to act on your behalf on the basis of a fixed fee and, if this is the case, you will be told at the outset and the fee will be confirmed in the engagement letter.

12 Payment arrangements

Invoicing and payment

We will deliver interim invoices to you at agreed intervals, for the work carried out during the conduct of the case. It is essential that payment is made promptly. Money paid in advance will be credited to our client account and will be applied to pay disbursements, as they are incurred, and for payment of our bills. In the event that requests for payments on account are not met or an interim or final invoice remains outstanding after 21 days from the date of delivery, we will be entitled to charge interest on the outstanding amount:

If you are a private client, interest will be charged daily at the rate payable on judgement debts (currently 8%) from the date of the bill until payment, unless it is determined that you do not have to pay that element or;

If you are a commercial client, interest will be charged (plus a fixed sum) in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002. If payments on account or bills are not paid promptly delay in the progress of your matter could occur and we may be obliged to cease acting for you in this, and any other matter upon which you have instructed us. We may also retain any papers or documents relating to the matter(s), until payment has been made (please see the 'Termination of instructions' section below). Please note we will not be responsible for any loss you may suffer as a result of this.

Methods of payment

Payment can be by way of cheque or cash (cash payments limited to £1,000). If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds. We are able to offer the facility for payment by debit or credit card, however please note we are unable to accept AMEX. Should this matter not be carried through to completion, then a charge will be made in respect of the work which has been carried out in accordance with the applicable hourly rate. VAT is payable on that amount and you will also be billed for any disbursements or expenses incurred. Monies due to you from us will be paid by cheque or bank transfer, but not in cash, and will not be made payable to a third party.

Limited companies

When acting for a limited company we may require a Director and/or controlling shareholder to give a personal guarantee to us in respect of our charges and

expenses, if this is refused we will be entitled to stop acting, require immediate payment of all charges and expenses owing and continue work only when the company pays to us sufficient funds on account of our costs and disbursements or expenses to cover reasonably foreseeable future work.

13 Contested matters: other parties' costs

We will discuss with you whether your charges and expenses might be paid by another person. Even if you are successful, the other party is very unlikely to be ordered to pay all your costs and expenses, usually it will be only a proportion and you will have to pay the balance of our charges and expenses. In 'small claims' cases you will not recover more than a nominal amount and in Employment Tribunal cases or in any claim where your opponent has public funding, you may recover nothing at all.

If you are successful and the court orders the other party to pay some or all of our charges and expenses, interest may be claimed on these 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; otherwise we are entitled to the rest of that interest.

You will also be responsible for payment of the charges and expenses of seeking to recover any charges and expenses 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 or lose on certain issues. In addition, the court has the power to assess costs and make orders for immediate payment during the course of a case. Such summary assessment may take place following any hearing, and will usually be made against the losing party at that hearing.

You should also be aware that the Civil Courts encourage alternative dispute resolution (ADR) and if you were to unreasonably reject your matter being referred to ADR and court proceedings ensue then you may be ordered to pay both your own costs and those of your opponent if the court took the view that you have unreasonably rejected ADR. Furthermore, if you have instituted proceedings and then subsequently withdraw from them, or reject a reasonable offer of settlement then again you could be made responsible for your own costs and those of your opponent.

Any money ordered or assessed by the court to be paid will in these circumstances be a liability payable by you in addition to our charges and expenses and in the case of summary assessment costs, are payable within 14 days of making of the order. 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.

You remain responsible for our charges, even if a third party has agreed to pay your legal costs and regardless of any Costs Order made by a court or against an opponent (if any).

14 Client accounts, interest and surplus funds

Any money received on your behalf will be held in our general client account. The firm pays interest on client account balances in accordance with the Solicitors Regulation Authority (SRA) Accounts Rules. The period for which interest will be paid will normally run from the date(s) on which funds are received by us until the date(s) of issue of any payment(s) from our Client Account. It is the firm's normal policy to retain the first £20.00 of each amount of interest as and when calculated to cover the administrative expenses of arranging these calculations and payments.

The rate of interest will not be a commercial rate of interest as the payable rates on solicitors' client accounts are generally low. The rate payable will be the Bank of England base rate, or the actual rate of interest on our general client account, whichever is the lower. If, and at our discretion, monies are paid in to a separate designated deposit account in your name, we will account to you for all interest accrued during the period retained.

Please note that from 6 April 2016 all banks and building societies will pay interest to us on our general client account, or on any deposit account we open in your name, 'gross'. This means they will not automatically take 20% in income tax from the interest earned on these accounts. Therefore when we pay interest to you this will also be paid 'gross'. Where you owe tax on interest you receive you be required to settle this directly with HM Revenue & Customs (HMRC). For more information, for example, what to do if you've more than £1,000 of interest, go to: www.gov.uk/hmrc/savingsallowance.

The Financial Services Compensation Scheme (FSCS) is the compensation scheme for customers of UK authorised financial services firms. The Scheme can compensate customers if a firm has stopped trading or does not have enough assets to pay claims made against it. The current maximum protection is £85,000. The FSCS advises that any monies transferred from a bank account to a client account are treated for the purposes of the FSCS limit (£85,000) as being in your bank account where the funds originated from. If the bank fails, and you have transferred to your client account £85,000 and you hold monies in your accounts with the same bank then you will only be able to recover £85,000 in total as the FSCS limit is for an amount per individual not per account.

You should note, however, that the FSCS will provide a £1 million protection limit for temporary high balances held with a bank, building society or credit union if it fails. Further details relating to what constitutes a temporary high balance and the rules relating to the protection can be found at www.fscs.org.uk. In the event of a bank failure you agree to us disclosing details to the FSCS.

If we are holding any of your monies at the end of a matter we will return them to you. This may be in the form of a cheque. If you do not present the cheque for clearing within six months of the date we send it to you, we will cancel the cheque. We will advise you of this in

writing and arrange to re-issue. If a further six months elapses and the subsequent cheque has not been presented for clearing and we do not receive, or are unable to obtain, instructions from you on what to do with the monies; if the amount is £500 or less we will consider whether it is appropriate to give the sum held to a registered charity of our choice. In most cases we will seek an indemnity from the charity.

If the amount is more than this, we will discuss with the Solicitors Regulation Authority what to do with the monies. Where you have failed to present a cheque issued to you by us, without good reason, you will be responsible for any administrative charges which are levied against this firm by our bank for cancelling the cheque. The amount(s) charged by our bank will be deducted from the sum payable to you.

If we receive any commission relating to your matters, we will tell you the amount or basis of calculation. We will account to you in full and as soon as is reasonably practicable with the full amount of commission, which we have received.

If you are borrowing money from a lender in a property transaction we usually try to arrange for receipt by us of the loan cheque 4 days before the date of completion. If the money is telegraphed we will request its receipt the day before completion. This will ensure we have the funds in time to clear before completion. You need to be aware that the lender will

15 Storage of papers and electronic media

When a matter has been completed and all fees paid, we will retain all documents relating to your matter (other than any documents which are in your possession or returned to you) for at least six years from the conclusion of our involvement in the matter and in accordance with SRA guidance and relevant legislation. This includes documents stored electronically. You agree that we may destroy them after that time. We will not destroy documents you ask us to deposit in our deeds store.

We may be required to disclose documents or to give information orally or in writing about a matter or your affairs, under a court order, notice or demand served by a body or person with the authority to make us do so. If any documents or information are subject to legal professional privilege (and thus confidential), we will let you know and tell you that you have the opportunity to waive privilege. If you decide not to waive privilege and this is challenged, you must pay us the costs we incur in preserving privilege for you.

We retain all copyright in relation to any documents produced by us whilst acting on your behalf, unless otherwise agreed. If a third party has prepared documents for you on our instructions, and you own the copyright in or have a licence to use these documents, we may store the documents in any format for future reference by our lawyers.

Original documents such as Wills and Deeds may be deposited with us for safekeeping. We do not usually make a charge for this service. We will not destroy or release those documents without your express authority.

16 Financial services and insurance contracts

We are not authorised by the Financial Conduct Authority (FCA). However, we are included on the register maintained by the FCA so that we can carry on insurance distribution 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 (SRA). The register can be accessed via the FCA website at www.fca.org.uk/firms/financial-services-register.

The limited regulated activities that we carry out are issuing certain insurance policies, such as after the event legal expenses insurance, defective title insurance and other property indemnity insurance (such as breach of covenant, absence of easement, lack of planning permission, unknown rights and covenants policies).

Any insurance policy arranged by us on your behalf, shall, in our opinion, be adequate to meet your needs, but you are hereby informed that we do not recommend any policy over and above any other and that it is your responsibility to check that you are satisfied with the excess levels, exclusions, limitations and other policy terms. We do not conduct a fair analysis of the insurance market prior to arranging insurance policies. We do not have any voting rights or capital invested in any of the insurers we may introduce. You can request details of the insurance undertakings with which we conduct business at any time. You hereby agree to provide us with details of any relevant existing insurance policies you may have and you agree that we shall not be liable to you for any losses you sustain as a result of your failure to provide us with such details.

17 Acting for your lender

Please note that if we are also acting for your lender in a Conveyancing transaction, we have a duty to make full disclosure to the lender of all relevant facts relating to you, your purchase and mortgage. This will include disclosure of any discrepancies between the mortgage and application and information provided to us during the transaction and any cashback payments or discount schemes which a seller is providing you. If a conflict arises between our duties to you and our duties to the Lender, we must cease to act for you.

18 Stamp Duty Land Tax (SDLT)

On some property and business transactions, we will need to submit an online Stamp Duty Land Tax Return on your behalf. Your continued instructions to us is your consent to this.

The SDLT Return is a complex document and we must have all the information necessary to complete the Return and have it signed or approved by you in advance of exchange of contracts. It is your responsibility to provide the correct information to be inserted into the Return. If the information is incomplete or incorrect, you could be subject to penalties, delays in the processing of the Return and difficulties with the

registration of the transfer at the Land Registry. In serious cases, you could be subject to prosecution.

When calculating SDLT we use the SDLT calculator on the Government's website. This computes the SDLT for most transactions. Please see www.gov.uk/stamp-duty-land-tax. We will do our best to ensure that you do not overpay or underpay SDLT. We can do this for most of our clients if you have provided us with the correct information to input into the calculator. The rules in relation to SDLT are complex. Because we are not tax advisers, we will not be able to offer advice on transactions that are outside the scope of the calculator. This means, for example, property owned as part of a trust or reliefs that may be applicable, other than First Time Buyer relief.

19 Termination of instructions

You may terminate this agreement and your instruction to us in writing at any time. You will be responsible for any fees and expenses arising from our ceasing to act for you or the transfer of the work to another adviser of your choice. We may keep all your papers and documents while there is still money owed to us for fees and expenses.

Once instructed, we will normally continue to act for you until the matter is concluded. If circumstances arise where it is appropriate for us to end this agreement, we will do so only where reasonable written notice to your last known address is given and for good reason. For example if:

- Any bill remains unpaid 21 days after its delivery;
- You fail to pay to us any payment on account of costs and/or disbursements within 21 days of it being requested from you, or a lesser period if the circumstances make this reasonable;
- You fail without good reason for more than one month to give us instructions;
- We reasonably consider that the basis of trust and/or confidence necessary between Solicitor and client has broken down.

You will remain responsible for our fees and expenses up to the date your instructions end. If your case is chargeable under an hourly rates arrangement then these costs will be calculated based on the time spent plus expenses incurred up to the date of termination. On fixed fee arrangements, we will break the transaction down into stages and apportion the estimated fee for each stage. You will also be responsible for reimbursing any expenses incurred by us that were not included within the fixed price agreed.

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel this contract within 14 days without giving any reason. This only applies where contracts are agreed away from our premises or where we are not both physically present. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. If you

cancel this contract, we will reimburse to you any payments received from you. Please note that these Regulations do not apply to legally aided clients.

20 Data protection/GDPR

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/regulatory compliance. Our use of that information is subject to your instructions, data protection law and our duty of confidentiality.

Please note that our work for you may require us to pass on such information to third parties such as expert witnesses and other professional advisers, including sometimes advisers appointed by another party to your matter. We may also give such information to others who perform services for us, such as typing or photocopying. Our practice may be audited or checked by our accountants or our regulator, or by other organisations. We do not normally copy such information to anyone outside the European Economic Area, however we may do so however when the particular circumstances of your matter so require. All such third parties are required to maintain confidentiality in relation to your files.

You have a right of access under data protection law to the personal data that we hold about you. We seek to keep that personal data correct and up to date. You should let us know if you believe the information we hold about you needs to be corrected or updated. The person in the firm responsible for data protection compliance is the Data Protection Director, Angela McGurk, email angela.mcgurk@cooperstott.co.uk. The firm is registered with the Information Commissioner (ref: ZA205343). Further information regarding data protection and privacy is available from the Information Commissioner's Office www.ico.org.uk.

Under the General Data Protection Regulation (GDPR) you, as a data subject, have a number of rights. These include the right to be informed, the right of access, the right to rectification, the right to erasure, the right to restrict processing, the right to data portability and the right to object. Further information about these rights is set out on the ICO website referred to above and on our website www.cooperstott.co.uk.

We may receive personal data from you for the purposes of our money laundering checks, such as a copy of your passport. These will be processed only for the purposes of preventing money laundering and terrorist financing, or as otherwise permitted by law or with your express consent. You consent to us retaining such data for longer than the five-year statutory period, unless you tell us otherwise.

If you send us personal data about anyone other than yourself, you must ensure you have any appropriate consents and notices in place to enable you to transfer that personal data to us and so that we may use it for the purposes for which you provide it to us.

21 Equality and diversity

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. Please contact us if you would like a copy of our Equality and Diversity Policy.

22 Communications

We shall communicate with you in the most effective way, as agreed between us. You should be aware that the use of e-mail is not secure for confidential matters. We take every precaution to ensure that e-mail is virus free, but we cannot guarantee this. If you require correspondence to be addressed to a particular person or marked private and confidential then you must tell us.

23 Identity, disclosure and confidentiality

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 client 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. 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.

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. We may arrange to carry out an electronic verification of your identity if we consider that a saving of time and cost will be achieved by doing so.

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: 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 disclosure. If, while we are acting for you, it becomes necessary to make such a disclosure, we may not be able to inform you that it has been made, or of the reasons for it, because the law prohibits 'tipping-off'. Where the law permits us, we will tell you about any potential money laundering problem and explain what action we may need to take.

External firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files. We may need to disclose your information to third parties (such as barristers, accountants or government agencies) to enable us to handle your affairs. We may also need to permit third parties (such as our auditors and the Solicitors Regulation Authority) to have access to your information for administrative or regulatory purposes. We may also outsource work. This might be for example costings, research and preparation to assist with your matter. Information from your file may therefore be made available in such circumstances. We will always aim to obtain a confidentiality agreement with the third party. We will not otherwise disclose your

information to any third party unless permitted or required to do so by law. If you do not want your file to be outsourced, please tell us as soon as possible.

24 Joint instructions

If we are instructed by more than one person or more than one representative of a company or other body, which is our client, we are entitled to act on the instructions of any one of such persons and to correspond with any of such persons unless otherwise agreed.

In this situation there will be no rights of confidentiality between such persons or representatives so that all information and documents can be shared with any one of you. If there is a difference of opinion on your instructions you may need to be separately represented and if a conflict of interest arises between you or your representatives, we may have to cease acting for both or all such persons or companies.

Where our engagement letter is addressed to more than one person, or where we have agreed with the addressee of our engagement letter to act for another person as well, each of you shall be jointly and severally liable for our fees and disbursements and other costs, so that each of you is jointly responsible for ensuring that our bill is paid, and we can pursue all or any one of you for the whole amount that is due to us. This shall be the case regardless of any agreement you may have entered into with anyone else regarding the payment of our fees, disbursements, and other costs.

25 Limits on liability

Our liability to you for breach of your instructions shall be limited to £3,000,000.00, unless we expressly state a higher amount in our engagement letter. In accordance with the SRA Standards and Regulations, we maintain professional indemnity insurance with qualifying insurers. Details of our insurers and the scope of cover can be obtained from our registered office (see above).

You agree that if, as a matter of law, any of our Directors, employees or consultants would otherwise owe you a duty of care that duty is excluded from our contract with you. You agree that you will not bring any claim against any of our employees or consultants for any matter arising from the services provided to you. Accordingly, any claim you wish to make can only be made against the Directors and not any employee or consultant of the firm.

You also agree that in the services we will provide to you, including in particular those described in any engagement letter we send you at the start of a matter, our total liability at law to you for losses will not exceed any amount stated above or referred to in the engagement letter. Also excluded is any consequential or indirect loss, whether or not it might have been foreseeable at the start of the matter.

If we are acting for more than one person, the limit of liability will have to be allocated amongst you. If the engagement letter does not expressly set out each person's share, that allocation will be a matter entirely for you. If for whatever reason you do not agree on an

allocation, then you agree not to dispute the limit of liability on the grounds that no such allocation was agreed.

Our liability to you will also be limited to that proportion of the loss or damage (including interest and costs) that you have suffered and that a court has ordered against us after taking account of how far any other person responsible or liable to you for the loss or damage has contributed to it. In assessing anyone else's contribution, we will ignore any limit imposed on their liability by any agreement made before the loss or damage occurred.

The limitations and exclusions on liability in this section will not apply to any liability for death or personal injury caused by our negligence or for any other liability that cannot lawfully be excluded or limited.

26 Client satisfaction

We aim to provide the best service we can to our clients. We hope you will be pleased with the work we do for you and we welcome any comments or suggestions you have to further improve the way we work.

If you are unhappy about any aspect of the service you have received, or about the bill, please take advantage of our review procedure and refer the matter to the person responsible for your matter. Their first step will be to fully discuss with you the issues that are troubling you or causing you concern.

He or she will attempt to deal with your concerns and provide you with a full explanation of the position within an agreed timescale. We hope you never have to make use of our review procedure but please be aware of its existence as it is intended to be of assistance to you and is an important part of our service.

If you remain unhappy, please contact our Client Care Manager, Angela McGurk, (or if the matter concerns Angela McGurk please contact James Cooper), who will be responsible for dealing with any complaints and will be happy to discuss the matter with you. At any stage you may request a copy of our complaints procedure. We will investigate your complaint promptly and carefully and do what we reasonably can to resolve the difficulties.

We have eight weeks to consider your complaint. In the unusual event that we are unable to resolve the matter to your satisfaction you may complain to the Legal Ombudsman. The contact details for the Legal Ombudsman are:

Address	PO Box 6806, Wolverhampton, WV1 9WJ
Tel No:	0300 555 0333
Website	www.legalombudsman.org.uk
Email	enquiries@legalombudsman.org.uk

The Legal Ombudsman will expect you to have given our firm a chance to resolve your complaint before it will get involved. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us and within six years from the date of the act or omission about which you are complaining, or three years from the date you

should reasonably have known there were grounds for complaint.

You also have a right to complain about or challenge your bill by applying for an assessment of the bill under Part III of the Solicitors Act 1974. The Legal Ombudsman may not consider a complaint about a bill, if you have applied to the court for assessment of that bill. Please note that if all, or part, of the bill remains unpaid the firm may be entitled to charge interest.

The Solicitors Regulation Authority (SRA) can help you if you are concerned about a solicitor's behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. You can find information about raising your concerns with the SRA at www.sra.org.uk in the 'For the public' section.

27 Cybercrime

Cybercrime, particularly email-related fraud, is a major threat. You should be alert to the possibility that a fraudster might deliberately misrepresent himself or herself as a member of, or as someone acting on behalf of, or working with our firm for criminal purposes. Such scams normally originate by email. Often the email will suggest there has been a change in bank details or request personal or financial information in order that money can be paid to them.

Please note, we will not be changing our bank details during the course of acting for you. We do not provide our bank details by email. If you receive an email asking you to pay money into an account other than our client bank account, the details of which will have already been notified to you, please contact the person dealing with your matter immediately and in no circumstances action the request. Prior to transferring funds to our account, we recommend you contact us to verify our account details. Please be aware that we will not accept responsibility if you transfer money to an incorrect bank account.

We do not accept bank details by email. If we receive any communication from you informing us of a change to your account details or instructions for payment, we will not make any payment until such time as we have been able to confirm those instructions directly with you. If you do change your bank details whilst we are acting for you please notify us in person or by telephone as soon as possible to ensure that this does not result in any delay as we will need to verify the change directly with you to ensure that they are not from a fraudulent source.

28 Referrals to third parties

During the conduct of your case we may recommend the use of another firm, professional agency or business and in such circumstances we will do so in good faith and always ensure we act in your best interests. Please note however that we will not be responsible or liable to you for any advice or assistance you may be given by any third party firm, professional agency or business we recommend. You should also be aware that if the third party firm, professional agency or business is not authorised and regulated by the Solicitors Regulation Authority (SRA) you will not be

entitled to the protections set out in the SRA Standards and Regulations.

29 Referrals from third parties

Where we have entered into an agreement to pay a fee to a 3rd party for referring your case to us, any such fee will be payable by us and not by you and therefore will not affect the overall charges or expenses you have agreed to pay for the work we will do for you. The referral agreement we have entered into with the 3rd party will in no way compromise our professional judgement or our independence in relation to the legal advice, assistance and/or representation we will give to you, and you are free to raise questions on all aspects of this matter. Information provided by you to us will not be disclosed to the 3rd party without your consent. In the unlikely event that a conflict of interest does arise we will notify you immediately and we may be obliged to cease acting for you.

30 Applicable law

Our relationship with you will be governed by English law and will be subject to the exclusive jurisdiction of the courts of England and Wales. However, we may bring legal proceedings in any other jurisdiction, including the jurisdiction where you are domiciled or based, to recover fees or other sums payable to us.

31 Rights of third parties

For the purpose of the Contracts (Rights of Third Parties) Act 1999, we agree that no term of this agreement with you is enforceable by a third party, except that the Directors, consultants and employees of the firm may enforce the limitations and exclusions in the section above entitled 'Limits on liability'.