

Browsers

Terms and Conditions

Introduction

We are fully committed to the provision of high quality legal services to the satisfaction of our clients. However, in order to meet these fundamental objectives, we need to establish from the outset your full participation and expectations in respect of the matter about which you have kindly instructed us. For that reason and so that you and we set off on a clear understanding, we have these terms and conditions.

Responsibility for Work

An allocated Lawyer will have the day to day conduct of your file and should be your first point of contact. If the Lawyer is out of the office or otherwise engaged, please speak to their Assistant. At the very least, they will be able to take a message and the Lawyer will get back to you as quickly as possible. In the event of an emergency, you will be put in touch with one of the Lawyer's colleagues who can give immediate assistance. If, for whatever reason (other than holiday cover or illness), it becomes appropriate or necessary to change the person dealing with your file on a day to day basis, we will discuss the reasons and agree the change with you at the time.

From time to time, and with your permission, 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, regardless of what it costs us.

Fees

Our charges are required to be fair and reasonable and are calculated by reference to a number of factors, the major one being time spent and the amount or value of any money, property or subject matter involved. If our rates alter we will let you know. If your work can be properly delegated to a more junior member of staff this will be done and his or her time will be charged at his/her appropriate rate which we will notify to you. Occasionally, your case may be referred to another member of staff for an opinion and his/her time will be charged appropriately.

We should explain that routine letters and telephone calls made and received will be charged at 1/10th of an hour. More complex letters and telephone calls will be charged on a time basis.

In addition, when calculating the charges, we will take into account a number of other factors including the complexity of the issues involved, the speed at which action must be taken, and the expertise or specialist knowledge the matter requires.

It is often not possible to estimate fees in advance as it is difficult to predict the extent of work which will have to be carried out on your behalf. In some circumstances, such as in standard Wills and Residential Conveyancing matters, we should be able to agree with you a fixed price for work to be undertaken. Unless we state our fee is a written quotation, any figure given to you will be an estimate only. This estimate will be given on the basis of the information available at the time and will not be exceeded without your agreement. If your matter is likely to last for over 6 months, we will in any event give you a costs update at that time.

Should a Conveyancing matter cease to proceed at any time, for any reason, we will usually calculate our charges on the basis of the amount of time spent working on your matter before it came to a close.

Our charges do not include VAT and sums that we have to pay to other people, called, "disbursements". The rate of VAT charged and cost of disbursements are clearly matters outside our control and may be subject to change. We will always tell you about those disbursements and get your agreement before committing you to the expense. Examples of disbursements are search fees in Conveyancing matters and medical report fees in Personal Injury claims.

You can help us to deal with your matter more efficiently and therefore at less cost, by providing us promptly with full and clear instructions along with any papers and other information you feel to be relevant or which we request.

On non-transactional matters such as general advice or preliminary advice on a claim, you can limit your exposure to costs by agreeing a financial limit on the costs (including VAT and disbursements) which may be incurred from the outset. Any instructions or agreement must be in writing so as to avoid misunderstanding.

If you feel that any account from us is not what you expected or is not in accordance with these Terms and Conditions please tell the person with responsibility for your work immediately. Although we are sure any problem will be quickly resolved, we are now obliged to tell you that you can request that our account can be objected to by you and assessed under Part III of the Solicitors Act 1974, further details of which we will provide on request.

Litigation and Court/Tribunal Proceedings – Other Party's Charges and Expenses

It is important that you understand that you will be responsible for paying our bill. Even if you are successful the other party is unlikely to be ordered to pay all your charges and expenses or, even if they are, they may not be able to satisfy any order made against them. If this happens you will still have to pay any balance of our charges and expenses. If the other party is publically funded, or, "legally aided", you may not get back any of your charges and expenses even if you win your case.

In some circumstances, the Court may order you to pay some or all of the other party's legal charges and expenses, for example, if you lose the case. The money will be payable in addition to our charges and expenses. Where relevant, we will have discussed with you whether our charges and expenses and your liability for another party's charges and expenses can be covered by insurance.

Terms of Business

Save as set out below, or unless otherwise agreed, we will render monthly or quarterly bills which will fall to be paid upon receipt.

On a property sale, the amount of our bill and any other monies owed to the firm will normally be deducted from the proceeds of sale. On a property purchase, our bill will normally be sent to you and be payable prior to completion. There are circumstances where a transactional matter may take more than three months to complete. In those cases we reserve the right to send you an interim bill every three months for the work done.

We may also require you to have money to cover any payments we have to make on your behalf, either before we incur the expense or immediately after the payment is made.

For many types of matter it is normal practice to ask clients to pay sums of money from time to time on account of charges and expenses which are expected in the following weeks or months. This will enable us to avoid delay in the progress of your matter. Any moneys paid on account may be offset against bills as and when they are sent to you.

We have to reserve our right to refuse to undertake any more work for you until any money due to us has been paid. If it is not paid within 14 days, we are entitled to charge interest on the balance due and this will be charged at a rate of 8%

Interest Payment

Any money received on your behalf will be held in our Client Account. 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 cheque(s) from our Client Account.

We will always pay interest at whatever rate we would have received on that money except:-

- a. if the amount calculated is £20 or less;
- b. on money held for the payment of counsel's fees, once counsel has requested a delay in settlement;
- c. on money held for the Legal Aid Agency;
- d. on money we pay out to fund a payment on behalf of the client in excess of funds held for that client; or
- e. if there is an agreement to contract out of those provisions.

Where a client obtains borrowing from a lender in a property transaction, we will ask the lender to arrange that the loan cheque is received by us a minimum of four working days prior to the completion date. If the money can be telegraphed, we will request that we receive it the day before completion. This will enable us to ensure that the necessary funds are available in time for completion. You need to be aware that the lender may charge interest from the date of issue of its loan cheque or the telegraphing of the payment.

Our Standards

We operate management systems which are designed to ensure the provision of high quality legal services. The standards require for example:-

- We will update you regularly.
- Clients should receive copies of all substantive correspondence and relevant documents.
- Telephone calls from clients are to be returned during the course of the same day if at all possible.
- Correspondence (including e-mails and faxes) will generally be dealt with within two working days of its receipt.
- Letters will be written in plain English as far as possible.
- Appointments are to be given to clients as soon as possible.
- If at any stage you feel that our standards can be improved, please do not hesitate to let us know. We monitor our performance very carefully and welcome suggestions from clients.

Our Hours of Business

The normal hours of opening at our offices are between 9.00 a.m. and 5.00 p.m. on weekdays. Messages can be left on the answer phone outside those hours and appointments can be arranged at other times when this is essential.

Communication by E-Mail

Depending on the circumstances of the matter, we may correspond by e-mail with you and/or others involved in the matter. You should be aware, however, that there is no guarantee of confidentiality with this form of communication and that, although unlikely, the contents of an e-mail may be seen by someone other than the intended recipient.

There may also be occasions when sensitive material and proprietary information has to be transmitted. If you are concerned about the possibility of interception or mis-delivery if this information is transmitted by e-mail then, obviously, an alternative form of communication will be used. Unless we hear from you to the contrary, we will assume you are content for us to use e-mail in connection with work undertaken on your behalf where we feel it is appropriate.

Acting for more than one client

Where we act for two or more clients jointly it is on the clear understanding that we are authorised to act on instructions from either, both or any of them. If this situation changes you must notify us in writing at the earliest opportunity.

Money Laundering Requirements

We are obliged to comply with the Money Laundering Regulations 2007 and the Proceeds of Crime Act 2002 and we will need to ensure that identification and address verification is confirmed on all legal transactions. We may have to ask you to provide one item to confirm your identity and one item to confirm your address. We are sure that you appreciate that this information is being requested to adhere to the legislation and to ensure that your matter is carried out as efficiently as possible. We may also have to ask you to provide similar information on others if you are instructing us on behalf of other people.

Under the law we may also have to ask other questions about your instructions to us concerning the proposed source and flow of funds and make such further enquiries as may be relevant to the particular transaction. You should be aware that we are required by the Money Laundering Regulations to disclose to the National Crime Agency the circumstances of a transaction where we consider that there is or could be any suspicious element. It is our policy not to accept cash payments whether as part of a transaction or in settlement of our invoices into either our office or client accounts unless our consent has first been obtained.

Mortgage Fraud

We are required to be vigilant and to protect our lender clients against mortgage frauds. We therefore have to ensure, on all conveyancing matters, that the purchase monies, including any deposit, are paid through our own bank account and not direct to the seller or anyone else. We are also obliged to report any allowances or incentives, offered by the seller, to your lender.

Stamp Duty Land Tax ('SDLT')

Most transactions involving property will now give rise to an obligation to file an SDLT return. Please note that, whilst we will assist you in preparing the return and submit it on your behalf, the obligation to file the return is personal to you and returns will need to be signed by you. SDLT is calculated by reference to all aspects of a transaction, not necessarily just those parts that are legally documented. A return is to be filed within 30 days of the effective date of any transaction, which may not necessarily be legal completion, for example, if early possession is taken. It is therefore important that you keep us apprised of all aspects of a transaction in order that we may assist you to complete and file the necessary returns accurately.

Termination

You may end 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 outstanding for charges and expenses, including work undertaken and/or disbursements paid.

In some circumstances, you may consider the firm 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 the way your work is carried out.

We may only decide to stop acting for you with good reason. For example, if you do not pay a bill or comply with a request for payment on account and even, in those circumstances, we are obliged to give you reasonable notice of a decision to stop acting for you. If we cease to act on your behalf, a bill for all the work undertaken on your behalf will be rendered up to the point we cease acting.

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, for some non-business instructions, you may have the right to withdraw, without charge, within 14 working days of the date on which you asked us to act for you. However, if we start work with your consent within that period, you lose that right to withdraw. Your acceptance of these terms and conditions of business will amount to such a consent. If you seek to withdraw instructions, you should give notice by telephone, e-mail or letter to the person named in these terms of business as being responsible for your work. The Regulations require us to inform you that the work involved is likely to take more than 30 days.

Financial Conduct Authority

We are 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 Financial Conduct Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk.

Data Protection

The firm is a 'data controller' for the purposes of the Data Protection Act 1998 and deals with all personal data in accordance with that Act. The information you provide will be used by us to provide legal services to you and for related purposes including: updating and enhancing client records, analysis to help us manage our practice, statutory returns, legal aid and regulatory compliance. We may also have to pass on relevant details to a third party if your case requires it. You can ask at any time for us to tell you what personal data we hold. Please note that you are responsible for ensuring the accuracy of all personal data supplied by you to us and we will not be held liable for any errors unless you have advised us previously of the changes to your personal data.

We may also need to make credit decisions about you (for example in relation to payment of costs) and we may search the files of credit reference agencies who will record any credit searches on their file.

From time to time we would like to send you information about the additional services we offer. If you do not wish to receive such information, then please write to the Data Protection Officer at the following address: Bowers, 15 South Brink, Wisbech, Cambridgeshire PE13 1JL

File Ownership, Referencing Storage and Destruction

Your file has an internal reference number in relation to your matter, which is quoted on the accompanying letter. It would be helpful if you could quote this on all correspondence. The file will continue to hold this number and will be stored and indexed under this reference when completed.

After completion of your matter we are entitled to keep all of your papers and documents whilst money is owed to us. We will generally keep these papers and documents (except those which you ask to be returned to you) for at least 6 years after the date of the final invoice. We will keep the file on the understanding that we have your authority to destroy it after 6 years. We will not, of course, destroy any papers, Deeds, Wills or other documents you ask us to keep 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, we reserve the right to make a charge based on the time we spend on reading papers, writing letters or other work necessary to comply with your instructions.

Limited Companies

When accepting instructions to act on behalf of a limited company, we may require a Director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and any expenses paid, as set out earlier.

We may also ask you to tell us from which Director(s) and/or manager(s) we are to accept instructions.

Tax Advice

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

Identity, Disclosure and Confidentiality Requirements

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. The cost of any such search will be charged to you. If the amount is in excess of £10 including VAT, we will seek your prior agreement.

Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. We very rarely outsource any of our work. We will only do so with your agreement. We also ensure that anyone outside the firm who has to see anything to do with your file signs a full confidentiality agreement first. 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 Serious and Organised Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a 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.

Our firm may be subject to audit or quality checks by external firms or organisations. We may also outsource work. This might be for example typing or photocopying or costings, or 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.

In order to comply with court and tribunal rules, all documents relevant to any issues in litigation, however potentially damaging to your case, have to be preserved and may be required to be made available to the other side. This aspect of proceedings is known as "disclosure". Subject to this, we will not reveal confidential information about your case except as provided by these terms of business and where, for example, your opponent is ordered to pay your costs, we have to meet obligations to reveal details of the case to them and to the court.

Future Matters

Following completion of the matter, please note that we are under no duty to remind you about ongoing or future obligations or required actions, for example, service of notices or filing of tax returns. Should you wish us to act on your behalf in such matters, you must instruct us at the appropriate time. We are under no duty to retain files relating to this matter for longer than six years.

Lexcel Accreditation

We currently hold the Law Society's Lexcel Quality standard. Lexcel aims to ensure quality standards of file management for the benefit of clients. To achieve and maintain this accreditation we are required to permit an independent assessor to inspect our files to check we have complied with the relevant procedures. They will keep all information confidential.

If you decide that you do not wish your file to be made available for assessment, please would you notify us in writing.

Problems

We are committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received or about the bill, please contact Brian Bowser by post to 15 South Brink, Wisbech, Cambridgeshire PE13 1JL. We have a procedure in place which details how we handle complaints which is available at either office. We have eight weeks to consider your complaint. If we have not resolved it within this time you may complain to the Legal Ombudsman.

If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman at PO Box 6804, Wolverhampton WV1 9WG to consider the complaint. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within six years of the act or omission about which you are complaining occurring (or if outside of this period, within three years of when you should reasonably have been aware of it).

Professional Indemnity Insurance

This firm maintains Professional Indemnity Insurance in accordance with the Solicitors Regulation Authority Indemnity Insurance Rules to a minimum sum of three million pounds to cover any negligence or fraud. Our participating insurer is QIC Europe Ltd via Pen Underwriting, 133 Houndsditch, London EC3A 7AH and our policy number is 16SOL1749-73107-16040Q16. The territorial coverage of this policy is available on request from our Practice Manager, Mr Chris Ringham at 15 South Brink, Wisbech, Cambridgeshire PE13 1JL.

Equality and Diversity

We have to make you aware that we, as a firm, have an equality and diversity policy which applies to all our dealings with our clients, all people that we are in contact with as well as everyone who works in our offices. Should you wish to see a copy of it, do please ask whoever is dealing with your matter.

Clarity

We think we have set matters out simply and clearly in these terms and conditions. However, they are lengthy and if you are unsure about anything in them or you think they contradict anything that has been said or written to you, please raise the matter with the person who is dealing with your matter, without delay. We will always be happy to explain these terms to you and how they may affect your matter.