

**Introduction:**

The purpose of this document is to explain the basis of how we work with clients. It explains how your file will be handled, how our fees will be calculated and contains information relating to our complaints procedure. We hope that you find this helpful.

**People responsible for your work:**

Your advisor referred to above will be mainly responsible for your matter and may be assisted by other grades of fee earners as the matter progresses. We will tell you your names and status as necessary.

The Solicitor of this firm with ultimate responsibility for the work carried out for you is referred to above as the Client Supervisor.

If for any reason your advisor is unavailable please speak to the secretary or assistant referred to above. If they cannot help they will be pleased to take your message.

We do try hard to avoid changing the people who are handling your work. Should you wish to discuss any issue relating to your case, then please telephone our office between 09:30 am and 5:30 pm or alternatively if you require an appointment at our offices, please contact us and we will arrange a suitable appointment. Please note that our firm operates "an appointment only system" and should you arrive at our office without an appointment, we cannot guarantee that you will be seen.

**Services offered:**

Solicitors offer a range of legal services which include:

Conveyancing, Family/Matrimonial, Immigration/Nationality/Asylum, Civil Litigation, Housing & benefits, Road traffic Accidents & Personal Injury.  
Driving offences, Civil disputes litigation, Will and Islamic Wills

**Services Over the Phone/Online**

Any advice and / or services provided over the phone or email will be charged as per hour rate unless a fixed fee has been arranged either over the phone, at office or online.

The instructions over the phone will be binding regardless a written confirmation has been sent once the work has been started.

**Premium Service:**

Where MYM instructed to attend client at a designated place chosen by the client hourly rate will be charged along with disbursements. The hourly rate runs the time the advisor set for the journey to the designated place.

**Opening Hours:**

We are open from 9:30 am – 5:00 pm

**How to make an appointment:**

If you need to contact us regarding the developments in your case, you will have to make an appointment with **Majid Malik** by telephoning this office or visiting the office in person to complete an appointment booking form. If there is an emergency and you need to see us urgently, please contact reception and we will make arrangements for you to be seen. Please quote your reference number when contacting this office.

**Service standards:**

We aim to provide you with high standards of service at all times. We will:

- i) Keep you regularly informed in writing of progress with your matter;
- ii) Communicate with you in plain language;
- iii) Explain to you in writing the legal work which is required as your matter progresses;
- iv) Keep you informed of the cost of your matter every month;
- v) Keep you advised of the likely timescales for each stage of this matter and any material changes in those estimates.

**Recording of telephone conversations:**

The firm does not have a general policy of recording telephone conversations.

However, there may be occasions when for reasons of training, security or evidence, we record telephone conversations. Signing the terms and conditions to your matter will be taken as your consent to this.

**Equality and diversity:**

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

**Our Responsibilities:**

To achieve the best possible outcome in your case, we need to work together with you. We will:

- i) review your matter regularly;
- ii) advise you on the law;
- iii) act on your instructions;
- iv) update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances.

**Your Responsibilities:**

**We will advise on the law and procedure relating to your instructions. It is very important that:**

- i) You give us clear instructions.
- ii) Tell us if you have any important dates to avoid or time limits.
- iii) Deal promptly with any important questions which we raise.
- iv) Please notify us of any change in your financial circumstances.
- v) **It is essential that you keep us informed of any changes in your contact details (telephone number, mobile number, address and e-mail) as it may be necessary to reach you urgently.**
- vi) **Advise us in advance of the period during which you are not available.**

**What to do if you are dissatisfied:**

We are committed to providing all our clients with high quality service. If, however, you have any concerns please raise them in the first instance with the person responsible for your case. If this does not resolve the problem to your satisfaction, then please inform Majid

Malik at MYM Solicitors who is the supervisor at the firm who will handle client concerns that cannot be settled informally. It would help us all if you put your complaint in writing and explain what action you want us to take.

If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman 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. The Legal Ombudsman can be contacted at PO Box 6806, Wolverhampton, West Midlands WV1 9WJ, or call 0300 555 0333.

You also have the right to object to the bill and apply for an assessment of the bill under Part III of the Solicitors Act 1974. The Legal Ombudsman may not deal with a complaint about the bill if you have applied to the court for an assessment of the bill.

#### **Confidentiality:**

We are under a professional and legal obligation to keep details of your case confidential. This obligation, however, is subject to a statutory exception, which may require a solicitor who knows or suspects that a transaction on behalf of a client may involve money laundering or terrorist financing to make a disclosure to the Serious Organised Crime Agency. If we are required to make a disclosure in relation to your matter, we may not be able to inform you that a disclosure has been made. We may also have to cease acting in your matter for a period of time and may not be able to tell you the reasons for it.

#### **Review of files:**

Our practice is subject to audit or quality checks by external firms or organisations. These external firms or organisations are required to maintain confidentiality in relation to your files.

#### **Commission:**

In the event that we become entitled to a commission from a third party during

the course of the transaction, we will write to you to obtain your consent to our retaining the commission. For example this might occur in the unlikely event that it is necessary to obtain a defective title insurance policy to support your title and the insurer may pay a commission to us for placing the policy with it.

#### **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 to us by our bankers less a small discount to cover our administration costs. That, of course may change from time to time. The period for which interest is normally paid is from the date(s) when funds are received by us until dates(s) on the cheque(s) issued to you.

However, we do not as a matter of policy pay any amounts of interest under £20.

#### **Referral Arrangements:**

We may pay a referral fee for work to be referred to us. In such a situation we will inform you in writing and will tell you what fee we have paid. The advice which we give to you will be independent and we will treat you the same as any other client. You are free to raise questions on all aspects of transaction and any information which you disclose to us will be treated as confidential and will not be disclosed to the referrer or to any other third party without your consent. We will not act for the referrer in connection with the same transaction in any way at all and you are under no obligation to instruct in connection with the transaction.

#### **Financial matters:**

It is normal practice to ask client to pay sums of money at the outset of a transaction and to make further payment from time to time on account of fees and disbursements which are expected in the following weeks or months as agreed. We have no obligation to make any payments on your behalf unless you have provided

us with the funds for that purpose. The initial terms of business engagement first page sets out the sum required to be paid before we start on file. If you fail to provide us with monies on account of fees or disbursements when required or if our bills are not paid promptly, we may decline to undertake any further work for you until the necessary payments have been made. You will remain liable for all fees and disbursements incurred until the date our invoices are cleared.

#### **i) Financial arrangements:**

Our practice's policy is to only accept cash up to £1000.00 from clients except exceptional reason apply.

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.

Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

#### **ii) Interest on money owed to you:**

Any money received on your behalf will be held in our practice's client account.

Subject to certain minimum amounts and periods of time set out in the Solicitors' Accounts Rules 1998, interest will be calculated and paid to you at the rate from time to time payable on Client Call Account, Barclays Bank Plc.

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) that cheque(s) are issued.

#### **iii) Charges & Expenses**

Our charges are based on the time spent in dealing with case. Time spent on your affairs will include meetings with your and others; any time spent travelling, considering, preparing and working on papers; correspondence; and making and receiving phone calls, emails, texts or letters.

We will charge you at the hourly rate set out above for each hour or part thereof engaged on your matter by your lawyer/advisor/assistant from now until the review dated on 01 April of every year. If following that reviews your lawyer's/advisor/assistant hourly rate changes we will notify you in writing accordingly. Letters and emails out, telephone calls in/out will be charged at 1/10<sup>th</sup> of hourly rate plus VAT per item of six min or less. Letters and email in will be charged at 1/20<sup>th</sup> of the hourly rate each.

The amount of our costs which you will have to pay may be greater than the amount you recover from another party to the case.

We will add VAT to your charges at the prevailing rate. At present VAT is 20%. If we have agreed a fixed fee of with you in accordance with the terms of our client care letter. Expenses and VAT are payable in addition to that amount.

**iv) Cancellation Charges Apply to all methods of services i.e. phone, in person, online:**

The instructions are deemed constituted over the phone as soon as client agreed. The instructions in person shall come in effect as soon as the authorities have been signed. If the instructions are withdrawn after taken £100 admin fee will be non-refunded regardless. If the advice has been given for more than 20 minutes and or the work has been started on the matter £300 admin plus the work up to that time plus VAT will be calculated and charged accordingly.

Any expenses incurred by us on your behalf ("disbursements") such as court fees, search fees, barrister's fees, travel costs etc. will be charged in addition to the hourly rate or fixed fee. We usually require that disbursements are paid to us before we incur them.

In conveyancing transactions we will need 50% of the sum at start of your case and full payment is required before completion. If sufficient funds are available on completion, we will deduct

our fees and expenses from the funds received.

In the conveyancing transaction, if you are obtaining funding for this purchase from lender. The loan cheque must be received by us a minimum of 5 working days prior to the completion date. If the money can be sent by telegraphic transfer 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. The lender may charge interest from the date of issue of their loan cheque or the telegraphing of the payment. For more information on these charges contact the lender directly.

**v) Payment Methods:**

Payment of a bill is required within 7 days.

We accept the following methods of payment:

Cash/Cheque made payable to Office.

Or by Bank Transfer payable to Office: (Details available on request).

**Please quote our reference number to ensure that your funds are allocated upon receipt.**

We may charge you interest on unpaid bills at 4% above Barclays base rate per year, from one month after the delivery of our bill.

**Calculation of invoices:**

We charge our time in six minute intervals and therefore routine letters and telephone calls which are made which take up to 0.1 hours (six minutes) will be charged at 1/10 of the relevant chargeable hourly rate.

Disbursements are out of pocket expenses, such as Barrister's fees, Expert's fees, Courts fees, HM department fee, medical reports, car parking etc.

By instructing us, you give us an authority to incur and pay reasonable expenses for the proper

conclusion of the matter including the instruction of experts, Counsel, company or local agents, search fees, travelling expenses and the cost of any other services reasonably required. We will endeavour to inform you of such payments in advance where possible.

Any photocopying on your file will be charged at £0.20 per sheet plus VAT. We reserve the right to charge on a time basis in respect of exceptional items.

**Travelling on your case:**

Mileage is charged at £0.70 per mile. In the event that we need to travel on your case you will be charged mileage and car parking, or the cost of train tickets/taxi. In the event that we travel by train, this will usually be first class travel.

In the event that it is necessary to travel on your case, we will charge any reasonable subsistence.

**Billing:**

We will endeavour to send bills on a regular basis. Please note that unless a bill is specifically expressed to be an "interim bill on account of costs", the bill rendered will be a final bill of costs for the period specified in the bill. As such, your rights as set out on the face of the bill will start to run from the date the bill is submitted.

Unless you agree otherwise, we will not render to you a bill for work undertaken within a specified period which exceeds a limitation placed on unbilled work. However, in cases of exceptional urgency or in cases where it is clear that you have approved the additional work to be undertaken, we reserve the right to exceed this limit, particularly where the work is undertaken in order to protect your position. If you are unhappy with this and wish to restrict the unbilled work to the agreed limit in all circumstances, we will require your specific written

instructions on this point, which will have the effect of confirming that you will not hold us responsible for any loss which is consequential upon work not being undertaken because the agreed limit has been reached.

We undertake work on the basis that we hold funds on account of costs and that the firm's bills are paid upon receipt. In the event that a bill is not paid within 7 days or a request for funds on account is not met within 7 days, we reserve the right to cease work on your matter and to notify any other interested party accordingly. In particular, it cannot be presumed that we will continue to prepare for or that we will attend at any meeting or hearing in the absence of sufficient funds to cover the costs to date and the costs of that attendance. This will be the case in the absence of a specific written agreement to the contrary.

A bill will be rendered before or when the agreed limit is reached. You will be taken to authorise further work from the end of the period covered by the bill of costs and will be deemed to authorise us to do further work to the value of the agreed limit unless it is changed by agreement at the request of either party. If agreement cannot be reached, we will be deemed to have proper grounds to withdraw from the case.

In accordance with our professional obligations, we will always seek to provide you with reasonable notice of our intention not to appear before a Tribunal or Court because sufficient funds have not been received. For these purposes, we will regard 3 working days as a reasonable period unless we receive your written instructions to the contrary upon receipt of this letter. Where we do continue to spend time and/or undertake work in respect of your matter, you will be liable to pay our fees for this.

In the event that we cease to act for you, we will hand over your files promptly upon your request. The only exception to this will be if we exercise a lien over your file for any outstanding costs. Any lien exercised will be evaluated on a case by case basis.

If we are holding any money or property on your behalf, we shall be entitled to deduct what is due to us from that matter or to retain that property until payment is made.

Whilst you are liable to us for payment of your fees and expenses, if you are entitled to the reimbursement by some other party for fees and expenses incurred, the value of the reimbursement is reached either by agreement or assessment by the Court. It is rare for this sum to be sufficient to reimburse you in full. The assessment process requires that we devote time and work towards recovering monies on your behalf and unless otherwise agreed this will be charged on the same basis as for your matter.

Your acceptance of these terms and conditions also signifies your agreement that you are liable to pay our charges and expenses at the rates agreed with you and not as limited by section 74(3) Solicitors Act 1974 and not by reference to any of the principles concerning fees and expenses laid out in the Civil Procedure Rules 1998.

#### **Alternative Sources of Funding:**

You may have an insurance policy that may cover the costs of your case, such as legal expense insurance or professional indemnity insurance. If so you should check with your insurance company if they will cover your case. Insurance cover should be negotiated at the outset of the case and conditions may apply.

The Insurers may suggest you are obliged to use their panel solicitors but you are entitled to use solicitors

of your choice. Where insurance cover does not provide a full indemnity to our costs, we will regard the payment as a contribution towards our hourly rate. Please note that usually insurance will only cover what would otherwise be our charge or a contribution to our charge to you. It does not usually cover a costs award against you. You will need to check your insurance policy to clarify this.

Other sources to contact can be Legal aid, Citizens Advice Bureau and Shelter who do not charge you for the services/advice.

#### **Interest on unpaid bills:**

We may charge interest if all or part of your bill remains unpaid. Interest will be charged at 0.5% over the base rate applicable from time to time by Barclays Bank from the date of delivery of all accounts where payment is not made within 14 days.

#### **Interest on money we hold for you:**

This firm is governed by the Solicitors Accounts Rules which set down stringent rules with regard to the handling of client funds.

Until recently, the Accounts Rules have specified the circumstances in which interest, or a sum in lieu of interest, should be paid to clients in respect of sums of money held on their behalf.

Where substantial sums of money are to be held for a significant period, separate designated deposit accounts are utilised and interest earned on these funds is credit to that account. The firm has always accounted in full for interest earned in these circumstances and will continue to do so.

Other client funds, including those held for a short period and sums paid on account of costs, are held together in a client account. We have, until recently, been required to pay a



sum in lieu of interest on such sums held subject to a de minimis figure of £20.00.

The new Accounts Rules require us to formulate a policy with regard to the payment of interest and to notify you of it and of any changes from time to time. We propose to continue on the same basis as before and to consider what sum in lieu of interest should be payable and to make a payment subject to a de minimis figure of £20.00. However, we do not intend to pay interest on sums held on account of costs for a period of 6 months or less. For the avoidance of doubt, where sums are held for a period in excess of 6 months, payment of a sum in lieu of interest will be made on the terms set out above.

#### **Fixed Fees:**

References made to 'fixed fees' refer to an agreed fee, which is a fee that is fixed, not a fee that can be varied upwards, nor a fee that is dependent on a transaction being completed.

#### **Introductions:**

Some of our clients are introduced to us through third parties to whom we have paid a marketing fee, usually to advertise on their website.

#### **Electronic Verification of Identity/Money laundering check:**

As a firm we operate an electronic verification of identity/Money laundering check process to comply with our obligations under the money laundering legislation and regulations and in accordance with best practice for solicitors. There is a small fee for this as follows:

Individuals resident in the UK: £10.00 plus VAT

Sole Traders, Partnerships, Corporate PLC, Charities, Clubs etc. based in the UK: £15.00 plus VAT if applicable.

Limited Companies and Limited Liability Partnerships based in the UK: £20.00 plus VAT and a further £20 + VAT per beneficial owner.

Individual's resident outside of the UK: £30.00 plus VAT.

Individual Money laundering Check: £20.00

In the event that you wish to opt out of this process and instead attend one of our offices with original identification documents for us to examine and copy, then please notify us accordingly.

#### **Billing Arrangements:**

In relation to property transactions we will send you a bill for our charges and expenses, payment of which is due on completion. If sufficient funds are available on completion and we have sent you a bill, we will usually deduct our charges from the funds.

In relation to the administrations of estates, we will usually send you a bill on account of our charges and expenses after the Grant of Probate has been obtained (and regularly thereafter) during the administration of the estate. We will also send you a final bill for our charges and expenses when the administrations of the estate are completed. The final bill will also include a value element which will be in accordance with the Law Society guidelines and the case of Jemma Trust Co Ltd v Liptrott, details of which can be provided upon request. If we hold sufficient funds on our behalf and we have sent you a final bill, we will usually deduct our charges from these funds.

In continuous and other matters we will send you an interim bill for our charges and expenses regularly while the work is in progress. This enables you to budget as the matter progresses. We will send a final bill on completion of the work.

Payment is due to us upon presentation of our invoice. We will charge you

interest on the bill at the rate payable on judgement debts from the date on which payment of our bill is due, if you do not pay our bill within this time – interest will be charged on a daily basis.

We reserve the right to ask you for details of a debit or credit card at the start of your matter. If any invoice remains outstanding for more than 7 days we reserve the right to charge the amount of the invoice to that card without further reference to you. We will then let you have a receipted invoice confirming that payment has been taken from your card.

You should note that an extra 2.5% fee is levied where any payment is made on a debit/credit card and confirmed with the accounts.

In some cases we may be able to offer a Fee Funding Scheme. Your lawyer will advise you if this is appropriate in your case.

We reserve the right to undertake no further work on your matter until our outstanding invoices have been settled in full.

If instructions have been received by more than one party in connection with this transaction, any monies due back to you on completion will generally be paid by way of a cheque made payable to you jointly. If for any particular reason there needs to be a different arrangement in relation to this, you asked to confirm in writing your specific instructions, signed by both of you.

If you are to be in receipt of Legal Aid please read carefully the additional sheet at the end of these terms.

Other party's charges and expenses in Contentious Matters-

It is important that you understand that you will be responsible for payment of our bills. We will discuss with you whether your charges and expenses may be paid by another person. Even if you are successful, the other party may

not be ordered to pay all your charges and expenses of these may not be recovered from them in full; if this happens you will have to pay the balance of our charges and expenses. If the other party is in receipt of Legal Aid, you may not get back any of your charges and expenses, even if you win your 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 or 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 is payable in addition to our charges and expenses. We will discuss with you whether our charge and expenses and your liability for another party's charges and expenses may be covered for insurance, and, if not, whether it would be advisable for you to have insurance to meet the other party's charges and expenses.

**After completing the work, we are entitled to keep all your papers and documents while there are monies owing to us for charges and expenses.**

#### **Variation in our fees:**

At the outset it may be very difficult to provide you with a fixed fee or even a reliable estimate of our fees as this is often dependent upon circumstances outside our control. If you prefer to set a financial limit to which we must work we not go beyond this without your authority. If we have not agreed a fixed fee arrangement, we cannot guarantee that the work will be completed within this limit and we may have to stop

proceeding with the work until a further fee limit has been agreed.

If we have agreed a fixed fee we reserve the right to vary this arrangement if the work involves is much more than agreed within scales of fixed fees or unforeseen or exceptional circumstances arise once we have started working with you. We will notify you as soon as possible of any such circumstances and discuss with you the terms of any variation. If you do not want us to continue working on your file after we have identified such circumstances, we will invoice you for the work done at the appropriate hourly rate and disbursements incurred plus VAT.

#### **Taxation:**

Any work that we carry out for you may involve tax implications or necessitate the consideration of tax planning strategies. We do not provide tax advice, unless specifically stated in our scope of works in the accompanying letter.

#### **Client Monies:**

Subject to the Solicitors Accounts Rules, we are not responsible for any loss arising from the insolvency of any bank where client funds are held. If we made a claim under the Financial Services Compensation Scheme (FSCS) in respect of money which we hold for you, you agree that we may give certain information about you to the FSCS to help them identify amounts to which you are entitled in our client account.

#### **Disputes/Matters which may involve Court Proceedings:**

You should read the following very carefully if the work that we undertake for you involves court proceedings including work undertaken before and after proceedings have been issued.

It is vital that you understand that you will be responsible for paying our bill(s) on delivery of our account irrespective of whether these can be recovered from another person. We will discuss with you whether your fees and disbursements might be paid by another person. Even if you are successful, the

amount of our costs which you will have to pay may be greater than the amount of the other party is ordered to pay to you or that you can recover from the other party to the case. If this occurs you will have to pay the balance of our fees and disbursements. If the other party is legally aided, you may not get back any of your fees and disbursements, even if you win the case.

If you are successful and the court orders the other party to pay some or all of your fees and disbursements, 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 fees or disbursements on account, but we are entitled to the rest of that interest.

You will also be responsible for paying our fees and disbursements if you instruct us to recover any fees and disbursements that the court orders the other party to pay to you.

In some circumstances, the court may order you to pay the other party's legal fees and disbursements; for example, if you lose the case. The money would be payable in addition to our fees and disbursements. It is possible to take out insurance cover for our fees and disbursements and your liability for the other party's fees and disbursements. If this is of interest to you, please speak to Office staff for further information.

#### **Outsourcing:**

We may, from time to time, outsource some of our operational legal activities to third parties, for example typing services. Particularly lodging or submitting bundle to court of government department or solicitors by hand in immigration, conveyancing and litigation matters. This is usually done so as to provide you with a quicker service and save time. If this is the case you will be informed however in some instances it may not be the case due to urgency. You will be informed unless agreed not to be paid by you. Confidentiality is of utmost importance to us and where we outsource any such activities we ensure that the third party

signed an agreement not to disclose any information we give to them or to any other party. You have the ability to inform us that you wish not to have any activities outsourced. If you do not like us to outsource please let us now immediately.

#### **Alternative Funding:**

Please note that there are a number of alternative forms of funding available to clients, which you are at liberty to consider, even if it means that we are not able to conduct your case. You should check whether any third parties or organisation of which you are member, such as a Union or Trade Association, may be prepared to offer funding under the terms of your membership. You may also have the benefit of Legal Expense Insurance, Professional Indemnity Insurance or Officers and Directors Insurance.

In the event that you have a relevant insurance policy, please note that various exclusions may apply. Where LEI cover does not provide a full indemnity to our costs, we will regard the payment as a contribution towards our hourly rate. Insurers usually have a panel of solicitors and may request that you transfer your instructions to these solicitors in order to receive cover. Please note that it is open to you to insist that you use the solicitors of your choice. Please advise us if you are considering this option. Insurance coverage should be negotiated at the outset of your case.

Some firms offer funding on a deferred fee basis (where payment is made at the conclusion of the case) or on a conditional fee arrangement where the Solicitor agrees to undertake the work and only receives payment in the event that the claim is successful. In exchange for accepting this risk, a higher fee is charged in the event of success. We do not offer deferred or conditional fee arrangements as standard. Any requests for payment by these methods will be considered by the firm, at our discretion, on a case by case basis.

It is sometimes possible to insure against the costs of the case. This is known as after the event insurance and will depend upon an assessment by the insurance company of your chances of success. Insurance companies will not always accept the risk and as with legal expense insurance they may seek to require you to instruct one of their panel firms of solicitors. Please discuss this option with us further if you wish to explore it.

In certain circumstances, Solicitors are entitled to charge contingency fees. These are not allowed in connection with litigation. The contingency fee is an agreement where a firm agrees to take a proportion of the amount gained by a client as the fee. Special terms may apply. Requests for payment by way of a contingency fee will be considered by the firm, at our discretion, on a case by case basis.

Please note that a party who agrees to fund civil proceedings may render themselves liable for the costs of the other party in the event that the case is unsuccessful. Where a third party agrees to pay all or part of our costs, please note that you as the client and the third party are jointly and severally liable to pay our costs.

If your fees and expenses are to be paid by a third party or from another source, because our contract is with you, we reserve the right at our discretion to require you to fund your matter in accordance with the remainder of these terms and conditions.

#### **Attendance at hearings and meetings and complying with the requirements of the Court:**

From time to time, the Court may ask you directly or through us to attend hearings or meetings arranged in connection with your matter or to take certain steps or produce written or other materials relating to the matter. Failure to comply may result in your matter being stopped or some financial penalty being imposed on you by the Court.

After giving you written notice, if that failure persists, we reserve the right to withdraw from further acting for you implementing your instructions. You will be liable to pay our charges and expenses as set out within these terms and the accompanying letter.

#### **Settlement of dispute before or during proceedings:**

Before allowing you to claim or defend any proceedings or to continue to claim or defend them, the Court may require you to satisfy it as to the steps you have taken to settle the dispute with your opponent. Failure on your part to attempt a reasonable settlement of the dispute may result in financial penalties being imposed on you by the Court. Whilst we will from time to time, and as appropriate, raise with you the possibility of such settlement, the primary responsibility for protecting yourself against such financial penalties is yours and not ours.

#### **Insurance advice:**

We are not authorised by the Financial Conduct Authority/Prudential Regulation Authority. We are, however, exempt professionals included on the register maintained by the Financial Conduct Authority reference number LS 627187 so that we may carry on work carried on as part of our normal professional services including insurance mediation activity, which is broadly the advising on and selling and administration of insurance contracts connected to the our services. We however cannot advise you on mortgages or insurance of any type and ask you check independent broker or consultants for same. 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 <https://register.fca.org.uk>.

#### **Insurance Mediation Activities**

Sometimes the work we undertake involves investment. As you are aware that we are not authorised but

exempted so we may refer you to someone who is authorised to provide any advice. However, we can provide certain limited services in relation to investment, provided they are closely linked we are providing to you, as we are regulated by the Solicitors Regulation Authority.

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society. The Legal Ombudsman deals with complaints against lawyers.

#### **The Proceeds of Crime Act 2002 (the Act):**

You are obliged to give full and frank disclosure of your financial and personal circumstances throughout your matter. The Act creates a number of offences relating to the proceeds of crime. Under the Act it is a criminal offence for you to enter into a financial settlement, including with your husband/wife/partner/associated persons, if you know that any income, capital or property of whatever nature, which you or your husband/wife/partner/associated persons receives or retains as part of the settlement, represents the proceeds of crime. The proceeds of crime include, for example, monies (however low in value) saved or spent.

If your Solicitor becomes aware of or suspects the existence of the proceeds of crime in your case (whether from you or any other person), in order to enable the Solicitor (or any other Solicitor) to continue with your case without you and she/he committing an offence under the Act, your Solicitor must report the irregularity to the National Crime Agency (NCA). NCA will then give or withhold permission for your Solicitor to continue with your case. Even if NCA gives permission for the case to continue, it can pass the information received to any relevant

body such as the Inland Revenue and an investigation may take place at any time in the future.

If there are any irregularities in your financial position or those of your husband/wife/partner/associated persons and if your Solicitor becomes aware of the irregularities during the course of your case, in all circumstances she/he and you are required by the Act to disclose those irregularities to NCA. Further, in those circumstances, your Solicitor may have to make a report to NCA without telling you. Accordingly, one consequence would be to find that she/he is required to inform NCA of the correct position without discussing the matter with you. For example in rare circumstances, one consequence of this could be that you resolve your financial relationship with your husband/wife/partner/associated persons, only to find that you then become subject to an Inland Revenue investigation and/or criminal proceedings.

The obligations, which your Solicitor has under the Act, shall override the duty of Solicitor/Client confidentiality. Except where there is pending litigation (which includes all types of civil litigations). In those circumstances, your solicitor may not have a duty to make a report to NCA.

If any fee earner engaged in your case spends time in addressing issues arising for you from the Act, that time will be charged in the same manner as any other work undertaken in relation to your case.

#### **Money Laundering Regulations:**

In order for us to be able to comply with the relevant Money Laundering Regulations you need to be aware of the following:

#### **Your Identity:**

We are required to identify and verify the identity of all new clients and those clients for whom we have not acted within the last three years. We would be grateful if you could provide us with

two pieces of identification, one with a photograph (i.e. passport, driving licence) and one to verify your address (i.e. utility bill, bank statement etc). Please provide us with the original documentation we shall obtain copies and return the originals to you or alternatively provide us with certified copies of the documentation as requested certified by a solicitor/lawyer or notary public dated within 7 days. We are sorry to trouble you but if we fail to comply with the laws of UK for money laundering or Lender checks but we may commit a criminal offence and put you in trouble. We use a variety of methods including electronic identification, requesting sight of original photo style documents, making searches of public databases or obtaining information from Experian, Call Credit, and Searches UK., other regulated or approved bodies. If you fail to comply with any request we make for further information or documents to be provided to us then this may result in a delay in dealing you're your matter and we may not be able to act for you and will invoice you of our costs.

#### **Regulations:**

We are under a legal duty of the purpose of administration requirements to comply with the following:

- To recognise suspicious transactions and report them to the appropriate authorities
- To have documentary evidence on our files of the origin of any cash payments received by us for any purpose exceeding the amount of £100,000.00. This is a mandatory requirement.

If we/you or other third part(s) to a transaction become subject to an investigation then we must ensure that there is a clear paper trail of where the funds originate.

Our nominated Money Laundering Officer is **Majid Malik**. Our SRA ID is **648783**.

#### **Data Protection:**



We will use the personal information you provide us including any sensitive personal information for the purposes of providing legal advice to you and for acting on your behalf and administration purposes. We may keep the provided information for a reasonable period to contact you about our services in the future. If you do not want us to do this you can opt out at any time by letting us know in writing.

When you supply us with information about you ("Personal Data") we will use your Personal Data strictly in accordance with the Data Protection Act of 1998.

Solicitors are the data controller and will only use or pass on to third parties your Personal Data in order to perform its obligations and services to you. We may send your Personal Data to private and governmental agencies such as the UK Home Office, Court Service and British Embassies and consulates around the world and where necessary the authorities including embassies and consulates of other non-UK countries, including without limitation by email, where you have indicated that you agree to our using email. You will need to consent to our exporting of Personal Data for these purposes outside of the European Economic Area where necessary to perform the services we have agreed to perform for you, even though those countries may not have an adequate level of data protection legislation in relation to the processing of personal data. In relation to any other third parties other than those to whom we need to disclose Personal Data in order to provide the services which we have contracted to provide to you, we will only disclose your information where you have given your consent or where we are required to do so by law, or where it is necessary for the purpose of, or in connection with legal proceedings or in order to exercise or defend legal rights.

#### **Professional indemnity insurance:**

Where you the client are an individual consumer only: your statutory rights are

not affected by any of these terms and conditions. Further information on your statutory rights can be obtained from any Solicitor, Trading Standards Office or Citizens Advice Bureau.

In accordance with the disclosure requirements of The Provision of Services Regulations 2009, our professional indemnity insurer is AmTrust Europe Limited for £3 million. Should you need further details of our professional indemnity insurance details, please do not hesitate to contact us.

The territorial coverage of our policy is worldwide.

You have the right to use copies of materials we create for you for the particular purpose for which they were prepared. However, all copyright remains with us and you must obtain our permission if you wish to use copies of these materials for any other purposes.

This firm's services are provided solely for your benefit as our client, and our terms of business are enforceable only by you and us, and not by any third party. This firm has no duty to or responsibility towards any other person (unless that person is also a client of ours), even if the objective of your instructions is to benefit a third party.

If any provision of these terms of business is invalid or unenforceable for any reason that shall not affect the remainder of our agreement with you.

These terms of business are governed by English Law, and any dispute between you and us shall be subject to the exclusive jurisdiction of the English courts.

#### **Limitation of liability:**

Our liability to you for a breach of your instructions shall be limited to £3 million 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 opportunities.

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.

#### **Applicable law:**

Any dispute or legal issue arising from our terms of business will be determined by English law and will be submitted to the exclusive jurisdiction of the English courts.

#### **Ending our services:**

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 still money owing to us for charges and expenses.

We may decide to stop acting for you only with good reason. For example,

- i) We cannot continue to act without being in breach of rules of professional conduct; or
- ii) We are unable to obtain clear instructions from you; or
- iii) For any reason there has been a serious breakdown in communication between us.
- iv) You do not pay our invoice

We must give you reasonable notice that we will stop acting for you.

If you or we decide that we should stop acting for you, you will be required to pay for the expenses which we have already paid and a percentage of our fees which is considered reasonable to cover the work we have already undertaken. Our basic cost for file opening is **£300.00 Plus VAT** which is non-refundable in any event and the client would be bound to pay £300.00 Plus VAT after initial instructions.

#### **Storage of papers:**

We will keep our file of your papers **electronically only** (except any of your

papers which you ask to be returned to you) for no more than six years. We will keep the file on the understanding that we have the authority to destroy it six years after the date of the final bill we send to 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 for you, we will not normally charge for such retrieval. However we may charge you for time spent producing stored papers requested; and reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

If you require us to retrieve your file after it has been placed on storage and it is not for the purposes of new or continuing instructions, we would charge an administrative fee of £40.00 and we would require 4 weeks' notice to retrieve the same.

#### **Termination:**

You may terminate your instructions to us at any time in writing but we will be entitled to keep all your papers and documents while there is money owing to us for our fees and expenses. If at any stage you do not wish us to continue doing work and/or incurring fees and expenses on your behalf you must tell this clearly in writing.

If you or we decided that we will stop acting for you, you will pay our charges on an hourly rate basis and our expenses or as otherwise agreed in any separate correspondence between us. We will only stop acting for you with good reason and on giving you reasonable notice.

#### **Waiver for Cancellation Rights:**

The Consumer Contracts Regulations 2013 provides you with a right to cancel this contract within 14 days without giving any reason. The cancellation period is 14 days, starting the day after the date of the commencement of your retainer with us. (The commencement of

your retainer with us is stipulated on the letter which accompanies this document.) 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 or email). 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 requested us to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed, until you have communicated to us your cancellation from this contract, in comparison with the full coverage of the contract. In the event that you asked us to start work within the cancellation period and we have completed the retainer, you will lose your right to cancel our services. If you cancel this contract we will make any reimbursement without undue delay and not later than 14 days after the day on which we are informed about your decision to cancel this contract. We will make any reimbursement using the same means of payment as you used for the initial transaction. If your fees are being paid via legal aid, you have the same rights of cancellation, but you should note that reapplying for legal aid for the same issue might be difficult if you terminate our contract.

#### **Electronic-mail:**

We routinely monitor all incoming and outgoing emails. If you ask us to communicate with you or third parties by email we shall not be responsible for any misdirection or non-delivery or communications sent in this way where fault for non-delivery is not simply a question of a typographical error in the address. Whilst every effort will be made to ensure that communications sent to you by email will be virus free, it is your responsibility to carry out virus checks before opening such communications. The information is therefore sent out at your own risk.

#### **Third Party Rights:**

These terms do not create any right enforceable by any person who is not a party to it in accordance with the Contract (Rights of Third Parties) Act 1999.

#### **Acknowledgement of terms:**

We will not start work on your matter, except in the most urgent cases, until we receive acceptance of these terms from you, which will be treated as your consent to start work.

Your continuing instructions will amount to your acceptance of these terms and conditions of business.

Unless otherwise agreed these terms will apply to any future instructions you give us.

Unless advised otherwise, we will assume that we are authorised to accept instructions from any person who we reasonably believe to have your authority to give us instructions (for example a wife on behalf of a husband and vice versa in a joint transaction) and that we may act on instructions given orally.

Then we can be confident that you understand the basis on which we will act for you. We hope that by handing you this document and signing at first page we address your immediate queries about the day-to-day handling of your work and our terms of business. However, if you have any queries, please do not hesitate to contact your professional advisor.