



Client Handbook

August

2022

These are our standard terms and conditions of business for clients engaging us as Legal Advice Service or professional advisors in other capacities. These rules do not cover our engagement as arbitrators or mediators.



There are forms to fill in and return with this pack. It is important that you read this document thoroughly.

Counsel
Experts
Arbitrators
Assessors

OUR TERMS AND CONDITIONS OF BUSINESS

CONTENTS

INTRODUCTION	5
CONFIDENTIALITY	5
Our Values	6
Quality-driven	6
Responsible.....	6
Compassionate	6
FIRST APPOINTMENT	7
SUBSEQUENT WORK ON YOUR BEHALF	7
OFFICES AND HOURS OF BUSINESS	7
SHOULD YOU HAVE ANY DISSATISFACTION	7
STORAGE OF PAPERS AND DOCUMENTS	8
FINANCIAL SERVICES AUTHORITY AND BANKING.....	8
HANDLING MONEY AND MAKING PAYMENTS FOR YOU.....	8
INSURANCE MEDIATION.....	8
INCIDENTAL INVESTMENT BUSINESS.....	8
FEES	9
FEES GENERAL	9
FREE LEGAL REPRESENTATION	9
DISBURSEMENTS	9
ESTIMATES.....	10
CONDITIONAL FEE AGREEMENT.....	10
DAMAGES BASED AGREEMENT	10
CONTINGENCY FEE AGREEMENT	10
INSURANCE SCHEMES	10
PROFESSIONAL ASSOCIATION OR UNION FUNDING	10
PAYMENT TERMS.....	10
RETAINER.....	11
FIXED RETAINER.....	11
LIEN.....	11
REGULATION.....	11
Terms of Business (General Terms).....	12
1 General	12
2 Copyright	12

3	Fees.....	13
	Fixed Fee Services.....	13
	Hourly Rate Services.....	13
	All Services.....	13
4	Storage of Documents and Deeds	14
5	Termination	15
6	Limitation of Liability	15
7	Client Money.....	16
8	JAF LAS Dr Alan Blacker & Co CIC.....	17
9	Fair Collection Notice for Client Data	18
10	Rights of Third Parties.....	18
11	Equality and Diversity	18
12	Applicable Law	18
	Terms covering special circumstances and situations.....	19
	1.Introduction.....	19
	2. Definitions.....	19
	3. Our Services and Responsibilities	19
	4. Ownership.....	19
	5. Our Charges and Expenses	19
	6. Billing Arrangements	20
	7. Responsibility for Payment	21
	8. Estimates	21
	9. Payments	22
	10. Contribution to Your Expenses.....	22
	11. Payment in place of interest	22
	12. Funds held on behalf of clients	22
	13. Liability	23
	14. Tax disclaimer.....	23
	15. Planning in property transactions	23
	16. Contaminated Land	24
	17. Other property disclaimers	24
	18. Storage of papers and documents	24
	19. Anti-Money Laundering Regulations.....	24
	21. Information	25
	22. Confidentiality and Conflicts.....	25
	23. Third-Party Rights	25

24.	Circumstances beyond Your or Our Control.....	26
25.	Termination	26
26.	Limited Companies	26
27.	Data Protection	26
28.	Investment Advice.....	27
29.	Insurance Mediation	27
30.	Notices.....	27
31.	Commission	27
32.	Hours of Business	27
33.	Professional Indemnity.....	27
34.	Client Care Code	28
35.	Communication between you and us.....	28
36.	The Services Contract	29
37.	Other Services	29
38.	Severance of Terms	29
39.	Court and Jurisdiction.....	29
40.	Terms covering Litigation matters.....	29
	Statements of Truth	30
	Court Orders for Costs.....	30
	Interim Costs Orders.....	30
	Case Management.....	30
	Disclosure of Documents.....	30
	Recovery of Costs and Disbursements in Litigation Matters.....	32
	ORDERS FOR COSTS.	32
	LOSING YOUR CASE	32
	ASSESSMENT OF COSTS.....	33
	ORDERS FOR COSTS IN TRIBUNALS	33
	ALTERNATIVE DISPUTE RESOLUTION	33
	“NO WIN, NO FEE” DISBURSEMENTS.	33
	LEGAL EXPENSE INSURANCE.....	34
	CRIMINAL PROCEEDINGS.....	34
	CONCLUSION	34
	HOW TO GET IN TOUCH	35
	Information about the exercise of the right to cancel	36
	Cancellation form	38

INTRODUCTION

The purpose of this leaflet is to inform clients of the terms of engagement under which we and our agents and associates will carry out legal work. The terms set out in this leaflet will apply to all work we do of any nature whatsoever unless a variation is agreed to these terms in writing.

You will receive with these terms and conditions of business a letter setting out details of the charges applicable to the matter in respect of which we act on your behalf and this letter will form part of the terms and conditions of business between us. **If the letter varies from this document, the terms in the letter prevail.** These terms of business may be varied by a conditional fee or contingency fee agreement, a letter in writing with sufficient notice or the first letter or subsequent letter of advice. We will give you plenty of notice of a change in terms.

Which contract terms apply to me?

If you are instructing us a law firm, that is to do all the legal work on your case, planning, drafting, advice and advocacy the Client Handbook, the General Trading Conditions and the terms of any other agreement will bind us. If you are instructing us purely as a barrister to represent you, then the Approved Contractual Terms for Barristers will bind us, unless you are legally aided then you will be bound by the Legal Aid Rules as well. If you instruct us under a Conditional Fee or Damages Based Agreement, the rules in those agreements will adjust the Client Manual and General Trading Terms but all three will apply. We have a quick reference chart if you prefer a visual representation of these guidelines.

Having regard to the Unfair Terms and Consumer Contracts Regulations 1999 it is hereby agreed that all terms and conditions herein contained have been individually negotiated.

- JAFAS "JAFAS" is a Legal Advice Centre and Charitable Trust.
- JAFAS Dr. Alan Blacker & Co CIC. is the legal entity with whom you will deal throughout these activities..
- Individual lawyers are regulated by their professional bodies as laid out in their code of practice.

We use the word 'partner' to refer to a member of the board, or an employee or consultant with equivalent standing and qualifications.

CONFIDENTIALITY

It is likely that during the work we undertake certain information may have to be disclosed to third parties, for example, experts' reports. We will only disclose such information having discussed the matter with you, having obtained your consent to disclose such information or where we are under a professional obligation to do so. In some circumstances, it may be obvious such disclosure is relevant, and we reserve the right to do so.

We work to the PQASSO Quality Standard. Each year the firm is subject to an audit in respect of this award. As part of this process, the auditors will ask to consider individual files of papers to ensure that we are complying with our strict internal procedure and supervision standards. In such circumstances, a file appertaining to you may be considered by those auditors. If we are not audited we may still seek a review by suitably qualified persons.

We may have to report your claim to the Compensation Recovery Unit ("CRU") if you have received welfare benefits caused by the matter you have instructed us to work on; this is a compulsory disclosure and we cannot avoid it, accordingly, you agree we may make such a disclosure and enter into reasonable correspondence with the CRU if required to do so.

All lawyers are now under a duty to notify the Serious Organised Crime Agency ("SOCA") if he has reasonable grounds for suspecting that a person may have the proceeds of crime as defined by the Act. In such circumstances, we reserve the right to notify SOCA of any such suspicion and to apply to them for clearance to proceed with any relevant transaction on your behalf. In those circumstances, we will not inform you of what we have done even though this action may involve delays to any transaction in which you or we may be engaged (on your behalf) and in such circumstances, any liabilities incurred because of such delays or of seeking clearance from SOCA are excluded and we do not accept liability for any claims costs expenses or demands howsoever incurred even if the transaction in question were to prove abortive because of such delays or the notification itself.

If you do not understand any of these terms please do not be shy in asking us to explain.

Our Values

Our values guide every action we take. They determine how we work and the promise we make to clients, their carers, the public, and colleagues. We are:

QUALITY-DRIVEN

We promise:

- To provide excellent quality, safe, evidence-based client care that exceeds national standards. You can be assured of our attention to detail, care and attention.
- To push the boundaries of service delivery and efficiency by adopting best practices and building on our professional, client-based and technical knowledge.
- To individually be the best we can be in our actions and interactions.
- To work as one team with both our colleagues and partners to deliver the best client care possible, in every situation on every occasion.

RESPONSIBLE

We promise:

- To be honest, open and transparent in all our commitments, actions, and results.
- To be personally accountable for the things we do, our services and the charity's reputation.
- To be alert to the potential for errors and always strive to correct things that go wrong.
- To acknowledge and celebrate success.
- To be resourceful and open to new, innovative, evidence-based ideas.

COMPASSIONATE

We promise:

- To treat you with empathy, professionalism and a positive, friendly attitude and to be frank yet respectful.
- To act with integrity and respect at all times.
- To listen to you, understand your perspective, value social and cultural differences and be approachable, sensitive and considerate.
- To organise our services around the individual needs of our clients and if appropriate their carers, creating the best client experience possible.

If you feel we have let you down in any of these values or otherwise, do please speak to us and let us try and remedy this for you. If that does not work, our five-stage complaints process will undoubtedly assist you and make good any shortcomings.

FIRST APPOINTMENT

At your first appointment, it is our aim:

- To discuss with you the matter for which you have sought our advice or assistance. It is possible that the member of the practice you first see will not work in the department that specialises in that type of work and therefore you may be asked to see another member of the practice. This is not meant to inconvenience you but to enable us to utilise our specialist lawyers on your behalf.
- You will be advised of the person who will be dealing with your case and whether or not he/she is a lawyer and, additionally, whether any other member of the practice will need to work on your behalf and, if so, whether it is possible to give you details of that person at this stage. For example, it may well be that a specialist advocate will be required for any trial or tribunal hearing.
- To discuss with you how we can assist concerning the particular matter for which you have sought our advice and the cost of doing so. Besides, to review with you whether a Public Funding Certificate will be available or any other method of covering your legal fees and to determine during this meeting how you will meet the costs. We do not undertake publicly funded work but work with other firms that offer this service. We are sometimes entitled to work on Legal Aid as counsel.
- We will give you the best information possible about the likely overall cost of the work to be undertaken and whether it will be necessary to engage the services of any other firm/agency (for example experts or specialists) who might assist concerning your case.
- To tell you how long the matter is likely to take to complete and discuss funding options and cost.

SUBSEQUENT WORK ON YOUR BEHALF

To achieve a high standard of service, we have set up individual departments, which specialise in particular areas of law. This means that your matter will, throughout, be handled by an experienced lawyer who will have the day-to-day conduct of your matter and you should, therefore, address all questions regarding the progress of the matter either to that lawyer or to his/her assistants. During the matter, you will be kept fully advised of all developments regularly either by telephone or, more usually, by letter enclosing copies of any relevant correspondence. You will also be advised, from time to time as necessary, whether the likely outcome of your case will justify the likely charges and expenses and risks involved.

Most of the work undertaken on your behalf will be conducted personally by the lawyer who sends to you the terms of engagement. Where appropriate, the conduct of all or any part of your case or transaction may be delegated to another member of staff where this is more cost-effective or in the best interests of your case or transaction. To communicate most efficiently, we may text you to remind you of meetings or court dates and you consent to this by instructing us. We will only use reasonable means to communicate with you and never at a time that is unprofessional or improper unless an emergency requires your attention.

OFFICES AND HOURS OF BUSINESS

The normal hours of opening of all our offices are 10 am to 4 pm Monday to Thursday and 10-12:30 Friday. Appointments can be arranged outside these hours when essential to the interests of a client. Emergency numbers will be provided for access to one of our lawyers in an urgent situation. Please refer to our website for details of our Emergency Cover. Additionally, our Office Manager takes telephone calls in the evening from 6 pm to 9 pm during the week. Please call 0843 694 1939 for details.

SHOULD YOU HAVE ANY DISSATISFACTION

If you have any problems with the service we have provided for you, then please let us know. We will try to resolve any problem quickly between ourselves.

If you are in any way concerned about how a matter is being handled you should contact in the first instance the person who is acting on your behalf or the head of the department. Should you not wish to do this or should you not be satisfied, then you should contact our Compliance & Standards Partner. Once s/he has received your letter, which should set out your areas of concern, s/he will obtain your file of papers and discuss with the person who has been acting on your behalf the issues you have raised and then write to you or, if necessary, arrange a meeting. Additionally, you may appeal any decision to the Practice Senior Partner Dr Alan Blacker. If you wish to complain further you may ask to escalate the matter to the chair of the board.

In exceptional circumstances in which you are still dissatisfied after referring the matter to our Compliance & Standards Partner **and** Dr Blacker you may wish to address the matter with the Legal Complaints Service, their address is Victoria Court, 8 Dormer Place, Leamington Spa, Warwickshire CV32 SAE.

If you have any problem with the service we have provided for you then please let us know. We will try to resolve any problem quickly and operate an internal complaints handling system to help us to resolve the problem between ourselves.

We can undertake a wide range of services on behalf of our clients. Should you need legal advice concerning any matters, please feel free to contact the person who is acting on your behalf or indeed any other member of the firm who will be able to refer you immediately to someone who has experience in that area.

STORAGE OF PAPERS AND DOCUMENTS

After the matter, your file of papers will be placed in storage and will remain there for a minimum of 6 years, or another relevant period, after which it will be destroyed. If there are any documents, which you wish to have returned to you or indeed if you wish to retain the file of papers, you should advise us after the case. If we retrieve papers or documents from storage concerning continuing or new instructions to act in connection with your affairs we may make a charge based on time spent producing stored papers or documents to you or another at your request. We may also charge for reading, corresponding or other work necessary to comply with the instructions given by you or on your behalf.

All deeds and wills are stored in a safe and secure environment and we retain a database of all deeds and wills in our possession. We may have to charge you for storage as we have overheads in securing safely insured deposits.

FINANCIAL SERVICES AUTHORITY AND BANKING

HANDLING MONEY AND MAKING PAYMENTS FOR YOU

We do not operate a client account service at this firm. Accordingly, any payments we receive will be sent directly to the person needing those funds. We may take deposits for some disbursements (bills we pay for you) to make life easier for you and we will keep these tallied on a special account sheet on your file. In any event, we will maintain a separate accounting record for each case you instruct us on. If we hold money on your behalf and don't spend it we will refund it to you in a reasonable time, subject to any lien we hold on your funds or files.

INSURANCE MEDIATION

This firm is not authorised by the Financial Conduct Authority. However, we are entitled to advise you in basic terms on insurance policies that are directly associated with the work we are undertaking for you.

We do not hold a professional money advice licence from the Financial Conduct Authority and we cannot help you with any debt matters you may have. We may, if asked, refer you to a suitable advisory service.

INCIDENTAL INVESTMENT BUSINESS

If during this transaction you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority, as we are not.

FEES

FEES GENERAL

For legal reasons, you will always be legally responsible for our fees but we indemnify you (protect you) against our fees where a conditional fee agreement is in place or where our code of practice requires it or where we operate under a free representation agreement.

Our charges will normally be calculated by reference to the time spent in dealing with your case or transaction unless otherwise indicated to you in writing. Sometimes we operate on fixed ceilings for certain types of work such as small claims where ceilings are set for different stages in the progression of the claim. You agree to pay us at each stage the fee set for that ceiling. By instructing us to proceed you agree on the next ceiling for the next stage of the claim.

All fee-earning members of staff are required to record any time they spend working on your case or transaction and this would include attending to you and others, perusing and considering documents, correspondence, and telephone calls, and travelling and waiting time. Letters and emails where written and telephone calls are usually charged based on six-minute units and should, for example, a telephone call last more than six minutes then the charge will increase based upon increments of further six-minute units. Incoming letters and emails will be charged based on a 6-minute unit unless the letter and accompanying documents exceed 2 pages in which case they will be charged at 6-minute units per page after the second page. Each fee earner at this practice has a given hourly rate and these rates are reviewed annually every September. You will be advised in advance of any increase in the hourly rate to be charged by the fee-earning members of staff acting on your behalf. In most events, all fee earners have the same hourly rate for most work.

The hourly rate includes an estimate of the uplift for what is generally called the "care and conduct" aspect of the charge. This may vary, and is usually dependent upon:

- The degree of urgency in your case or transaction or the complexity of your case or transaction
- The importance of your case or transaction
- The degree of sophistication or inventiveness of the transaction or associated contracts or documents
- The amount of any money involved in your case or transaction The skill and experience of the lawyer
- If your instructions mean we have to work outside normal office hours, we reserve the right to increase the level of the hourly rate/so you will be notified in writing of any increased rate.

In certain commercial transactions, we may agree to base our charges on a percentage of the value of the transaction. In property transactions, in the administration of estates and certain commercial transactions or transactions involving a large amount of money or benefit to the client we may base our charges on the time spent and by referring to a value element, such as the price of the property, the size of the estate or the value of the financial benefits. The value element reflects the importance of the transaction and the responsibility placed on the firm and we will write to you separately if the value element will apply to your case. In other cases, we may agree to base our charges on a percentage of any compensation recovered on your behalf. We can also undertake work on a conditional fee basis (i.e. "no win no fee") in certain cases. You will be advised in writing at the outset of your matter of the fees to be charged.

FREE LEGAL REPRESENTATION

In appropriate circumstances we operate a free legal help service to our qualifying clients, we will tell you if you qualify and what exemption means for you. If you do not receive any waiver letter you remain liable for our fees. A waiver will be made in a separate letter, usually in the first advice letter and copied to you again in a closing letter with the final account.

DISBURSEMENTS

Disbursements are fees that we have to pay to third parties on your behalf. Examples of these are court fees, barristers' fees, experts' fees, search fees, Land Registry or probate fees etc. We have no obligation to meet such payments on your behalf unless we have received from you monies in respect of the disbursements and therefore you will normally be requested to make payment of the disbursements before we incur it or pay it. VAT is payable on certain disbursements.

ESTIMATES

It is often difficult to estimate how many hours of work will be necessary to complete your case or transaction. In the covering letter accompanying these Terms of Business, you will be provided with the best information possible about the likely overall costs but if the amount of work is greater than first envisaged we will inform you as soon as possible and will keep you regularly advised in respect of the level of costs which you will incur during your case or transaction. We will notify you every 6 months of the costs incurred to date and provide you with a new estimate for future costs, which will be incurred. All estimates are based on your instructions and are made in good faith.

CONDITIONAL FEE AGREEMENT

Certain contentious business may be conducted under a Conditional Fee Agreement. ("CFA") If this is applicable in your case you will have signed a separate Conditional Fee Agreement, which will contain terms and conditions varying from those contained herein. If a CFA is available we will explain how it works and what you need to pay. A CFA may cover all, part or none of our fees depending on the circumstances.

DAMAGES BASED AGREEMENT

Certain contentious business may be conducted under a Damages Based Agreement. ("DBA") If this is applicable in your case you will have signed a separate Damages Based Agreement, which will contain terms and conditions varying from those contained herein. If a DFA is available we will explain how it works and what you need to pay. A DFA may cover all, part or none of our fees depending on the circumstances.

CONTINGENCY FEE AGREEMENT

Certain non-contentious business may be conducted under a Contingency Fee Agreement. If this is applicable in your case you will have signed a separate Contingency Fee Agreement, ("ConFA") which will contain terms and conditions varying from those contained herein. If a ConFA is available we will explain how it works and what you need to pay. A ConFA may cover all, part or none of our fees depending on the circumstances. Some contentious work may be undertaken under a ConFA, an example in employment tribunal work.

INSURANCE SCHEMES

You may have the benefit of a contentious business indemnity provided by an insurance company like your household or motor policy, either under an existing Legal Expense insurance policy or a designated insurance policy obtained by you in connection with the specific contentious matter. We will only be able to conduct work following the particular terms of engagement of the insurance company providing such insurance cover and the terms contained in this document may be varied accordingly. You will need to consider the particular policy conditions relevant to that insurance company.

Check your household and motor policies for legal expense insurance.

PROFESSIONAL ASSOCIATION OR UNION FUNDING

Any professional association with which you may be associated or Union of which you are a member may provide indemnity in respect of Legal Expenses. The terms and conditions contained in this document may well be varied by the specific terms of engagement of that funding organisation. We will advise you accordingly, wherever there is any ambiguity these terms will prevail.

PAYMENT TERMS

It is normal practice to ask clients to make payments on account of anticipated costs and disbursements and indeed interim bills are likely to be delivered to you. We will send a final bill after completion of the work or with a completion statement before completion in a property or commercial matter. If you have any queries about your bill, you should contact the fee earner acting on your behalf straight away. It is helpful if you can meet the request for payments promptly. In the event of payments being requested and not paid, we must reserve the right to decline to act any further until that amount has been paid. All invoices should be settled within a maximum period of 28 days if not sooner. Interest will be charged on bills (currently at 8% over base), which are not paid within that time at the default rate under the Late Payment of Commercial Debts (Interest) Act 1998 for the time being in force. This interest will be charged daily. **We are now able to accept payment by Visa and MasterCard via Paypal for which a fixed or variable fee is chargeable but is much lower than the market rate. We also accept such cards under Stripe Sum-Up and Square schemes.**

RETAINER

You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents whilst there is money owing to us for our charges and expenses. In some circumstances, we may consider that we ought to stop acting for you, for example, if you cannot give clear or proper instructions as to how we are to proceed, or if it is clear that you have lost confidence in how we are carrying out your work.

We may decide to stop acting for you only with good reason, for example, if you do not pay an interim bill, if you do not put us in funds to enable us to complete or progress a matter, if you fail to comply with our request for a payment on account, your misconduct or dishonesty in providing instructions or if you ask us to act unreasonably. We will give you reasonable notice that we are to stop acting for you unless the law or the intervention of a government body prohibits us. If you or we decide that we no longer act for you, you will have to pay our charges on an hourly basis and expenses as set out in these terms and conditions and in any letters that have been sent to you up to that date.

At all times you are required to act with care and good faith, this is a relationship of utmost good faith and you must act fairly and notify us of anything which is happening that might affect your case or your instructions or our acting for you. You must not act in bad faith either and must always be truthful, open and direct.

We may be required by our regulator to cease acting for you. We do not have to tell you why we are ceasing to act for you.

FIXED RETAINER

We can offer a fixed retainer in some cases where clients prefer to pay a fixed monthly figure and drawdown assistance as and when they need it. This can alleviate the worry that the clock is always running, although some clients prefer hourly rates, some prefer fixed monthly fees. We can review the rate and adjust it to your needs, we will also take into account the risk, amount of work and frequency of demand.

LIEN.

It is not unprofessional for a lawyer to retain papers and property belonging to the client pending payment of professional costs owed by that client where the retention is a proper exercise of a lien. It would normally be acceptable for these papers to be transferred to the new lawyers upon receipt of a satisfactory undertaking from that new lawyer in respect of the outstanding costs. We may lien on any property or cash we hold for you. We may exercise a lien even where you are undergoing a complaint either internally or externally.

We may require an undertaking from your new lawyer if you change lawyers mid-way through our retainer; that retainer shall read: -

We will need a secure undertaking from you before we pass the file to you. We consent to pass our file of papers on to you on the following basis:-

- 1) That you formally undertake to preserve our lien on any costs to which we are entitled upon conclusion of the claim.
- 2) That you report to us on a 6-monthly basis on the progress of this claim, if the claim is not settled before 6 months from now.
- 3) That you will remit to us in preference to yourself and any other party, our costs as the first to be paid from any monies recovered from any party to the proceedings or as a deposit to any third party.
- 4) Costs shall be divided on the basis that the first to accrue costs shall be paid first with the remainder being divided pro-rata to the proportion of the costs accrued. In the alternative, we shall retain the right to reserve the pursuit of costs to ourselves generally.
- 5) You will not interfere with our right and will assist us where reasonably necessary to uphold or enforce our lien on property held by us which belongs to the client or any third party so long as our costs remain unpaid, and to that end will revert any such property on demand.

Upon your undertaking, in the above terms, we will forward our file of papers immediately to you.

This undertaking may be enlarged or altered to suit the circumstances of your case and the situation at hand.

REGULATION

This firm is, as we are an in-house firm and regulated differently. Our lawyers are regulated by the Chartered Institute of Legal executives, the Solicitors Regulation Authority or The Bar Standards Board or provide unregulated services. We operate to the highest of professional

standards and relish serving you with alacrity and delight; if we let you down we will do our utmost to put things right at our earliest opportunity.

Terms of Business (General Terms).

1 General

- 1.1 **These terms contain important provisions (see clause 6) that limit our liability to £10,000, unless otherwise agreed by us in writing or denoted by our insurers.**
- 1.2 These terms may not be varied unless agreed upon in writing and signed by a partner. They should be read in conjunction with our letters which sets out the basis on which we act for you and any documents referred to in that letter (that letter and those documents are referred to in these terms as "**our engagement letter**"). Together these form the agreement between us relating to each matter on which we advise you ("**this agreement**"). These terms are routinely improved to comply with current advice, legislative changes, regulatory controls or best practice, they shall be binding in their current form at all times whenever they were first agreed upon.
- 1.3 These terms are only adjustable by variation in writing by the practice on letterhead and or in the email form on email letterhead. These terms may be varied in the same manner by a conditional fee, damages based or other contingency fee contract.
- 1.4 These terms, including the limits on our liability in clause 6, shall apply to all work done by us for you (and any work to be done in the future) unless we otherwise notify you in writing.
- 1.5 We do not (unless otherwise agreed by us in writing) advise on the law of jurisdictions other than England and Wales (which for these purposes includes the law of the European Union as applied in England and Wales).
- 1.6 All lawyers are obliged to carry out certain checks in respect of our clients and potential clients following laws covering anti-money laundering and counter-terrorism financing ("**relevant laws**"). Further information in respect of those checks is set out in our document entitled "Anti-money laundering legislation", which forms part of our engagement letter (and additional copies are available on request). Where applicable, we will make checks using the services of third parties. There may be a cost to us in using those services and we shall charge you for any such costs.
- 1.7 If any term of this agreement is inconsistent with our legal obligations under the relevant laws then the relevant laws shall apply instead of those terms.
- 1.8 We may in some cases consult credit reference agencies to assess your creditworthiness. If you are an individual, we require your consent before we do this. Your continuing instructions to us will constitute your consent to us carrying out such a search. Details of the credit agency we use are available on request. We have procedures designed to ensure that personal data is used only by appropriately authorised and trained personnel and to safeguard such information against accidental loss or unauthorised disclosure. We will keep that information strictly confidential unless otherwise required by law or court order.
- 1.9 If now, or at any time in the future, any matter on which we act for you is the subject of formally contested proceedings, whether, in the courts or other tribunals, you will almost certainly have to disclose documents, including electronic documents, relevant to the matter. You should ensure that you do not destroy or allow to be destroyed any documents that relate to such matter in any way (however slight you believe the connection may be), as your position in such proceedings could be seriously compromised if you do so.

2 Copyright

- 2.1 Unless we agree otherwise, all copyright that exists in the documents and other materials that we create whilst carrying out work for you will remain our property. You have the right to use such documents and materials for the purposes for which they are created, but not otherwise and only when your final account is settled.

- 2.2 Unless otherwise required by law or court order, you agree not to make our work, documents or materials available to third parties without our prior written permission. Our work is undertaken for your benefit alone and we are not responsible to third parties for any aspect of our professional services or work that you make available to them whether in breach of these terms or otherwise.

3 Fees

- 3.1 Our fees for this matter will be charged on the basis set out in this agreement and the letter “funding your case”.

Fixed Fee Services

- 3.2 Where our engagement letter states that we are charging on a fixed fee basis, additional services may be provided on request and (unless otherwise agreed by us in writing) will be charged at our standard hourly rates as set out in this agreement plus expenses (if any) and VAT.

Hourly Rate Services

- 3.3 Where our engagement letter states that we are charging on an hourly basis, the hourly rate varies according to the experience and seniority of the person dealing with the matter. The rates which apply to each matter are set out in our engagement letter. Generally, all matters are charged at one standard rate.
- 3.4 The time spent on your matter for which you will be charged includes meetings with you and others, travelling, waiting, researching and considering, writing and receiving correspondence, making and receiving telephone calls, preparing and working on documents and making file notes. The time spent on your matter is recorded as units of one-tenth of an hour. Therefore, this is the minimum amount of time we will charge for any piece of work undertaken on your matter.
- 3.5 On 1 September each year, we review our hourly rates. We will notify you in writing of any increase.
- 3.6 We will add VAT to our fees at the rate that applies when the work is done. Our VAT number is 110 4169 64. Donations do not carry a VAT component. Donations must not be made in respect of chargeable tasks.

All Services

- 3.7 All expenses which we incur in working on your matter will be payable by you in addition to our fees. Examples of these expenses include Land Registry and Companies House fees, search fees, stamp duty (and similar taxes), fees charged by experts, agents, couriers and barristers, court fees, travel expenses and subsistence, faxes, international telephone calls, use of on-line databases, bank charges for EU/EEA currency transactions that remain within the EU/EEA and telegraphic transfer fees. Also, we may charge you for our time spent processing these expenses. We may also charge you for photocopying and other document production at a maximum rate of 20p for each page and 75p for each colour page. VAT is payable on certain expenses, which you will need to pay also.
- 3.8 We will usually submit bills monthly, bi-monthly or quarterly but may choose to submit bills at other intervals during working on your matter. We may also submit a bill on or at any time after the conclusion of the matter or the end of this agreement. **Our bills are payable when they are submitted to you.** All bills, whenever they are submitted, will be final bills for the period to which they relate but this does not prevent us from invoicing you for expenses for that period on a subsequent bill.
- 3.9 We may also ask you at any time to pay money in advance of any fees and expenses being incurred by us (known as a **“payment on account”**). If we ask you to make a payment on account, we will not be obliged

to undertake any further work on your matter until you have made that payment (and if you do not make the payment we may cease acting for you). We cannot be held responsible for delays or losses awaiting your remittance. For this purpose please settle bills straight away.

3.10 For the avoidance of doubt, payments on account become our money immediately and do not form a client account deposit as they are never recoverable by the client.

3.11 It is your responsibility to tell us when first instructing us if you have any form of insurance cover (such as legal expenses insurance) that you think will pay our fees. You must also tell us when first instructing us if there is a third party who may pay our fees. If a third party agrees to pay all or part of our bills, you will remain responsible to us for payment until those bills have been paid in full.

3.11 If we are advising more than one person (including individuals, companies or other entities) we will, unless otherwise agreed by us in writing, act for those persons jointly and severally. If we are asked to deliver bills only to one person, those bills will nevertheless be payable in full by all other persons we act for under this agreement.

3.12 If we do not receive prompt payment of any bill, then:

- (a) we may charge you interest (daily) or a fixed fee which will be stated in the advice letters on the unpaid element of the bill at the rate payable on judgment debts (the current rate at the date of this agreement being 8% per year) from the date of the bill until payment unless it is determined by us that you do not have to pay that element;
- (b) we may charge you a fixed fee set by the government for each attempt at a recovery of our fees;
- (c) we may refuse to undertake any further work for you (whether in respect of the matter to which the bill relates or any other matter on which we are acting for you) until that bill is paid and/or we may stop acting for you; and;
- (d) we may retain any papers or documents belonging to you, together with our records.

3.13 If you have any queries in respect of any element of a bill, you should still promptly pay the entire bill whilst we settle the issue with you. The Legal Ombudsman may not consider a complaint about a bill if an application has been made to the court for assessment.

3.14 Where we hold money for you, whether because you have made a payment on account or we otherwise receive funds on your behalf, we may use this money toward the payment of our bills. We will always advise you when this is done. If we take any security for our fees, whether from you or any third party, this shall not affect any rights we have (or which we may have) to retain your papers. Any money received on your behalf that we do not use towards payment of our bills will be held in our client account. Interest is not payable on any such balances we hold for you and our client account is not interest-bearing.

3.15 Individually and collectively barristers may not hold client money themselves directly, we may therefore use an appropriate intermediary service, you will be responsible for any fees due to or for which you would normally be liable.

4 Storage of Documents and Deeds

4.1 We 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. You agree that we may destroy them after that time. We will not destroy documents you ask us to deposit in our deeds store.

4.2 If you ask us to retrieve documents from storage there is a charge, which is normal £25 plus VAT for each matter, although we will not normally charge that fee if we retrieve documents to enable us to carry out further work for you. We will charge, however, for any work necessary to comply with instructions given by you in connection with retrieved documents. Unless otherwise agreed with you in writing, those charges will be at our hourly rates applicable

at the relevant time and those charges will be applied on the same basis set out in clause 3.4.

5 Termination

- 5.1 You may end this agreement (and, therefore, your instructions to us) at any time by writing to us but we will be entitled to keep all your documents and deeds while there is money owing to us (including fees and expenses which have not yet been billed).
- 5.2 We may end this agreement (and, therefore, cease acting for you) concerning any matter or all matters of yours but only for good reason and on reasonable written notice. Examples of a good reason include where you have not given us sufficient instructions, where you have not provided appropriate evidence of identification or we reasonably believe that the relationship between you and us has broken down.
- 5.3 If your matter does not conclude, or we are prevented from continuing to act because of our legal obligations or our professional regulatory requirements, we will charge you for any work we have done. Our charges will be based on our hourly rates set out in this agreement (and where a fixed fee has been agreed, the charges will not exceed that agreed fixed fee).
- 5.4 If we cease acting for you, we shall (where relevant) inform the court or tribunal that we no longer act for you and shall apply to be removed from their records. We may charge you for making this application (at our hourly rates applicable at the relevant time and those charges will be applied on the same basis set out in clause 3.4) and for any expenses which we incur (on the same basis as set out in clause 3.7).

6 Limitations of Liability

- 6.1 You agree that the limitations on our liability as set out in this agreement are reasonable having regard to the nature of your instructions and the work involved and the availability and cost of professional indemnity insurance. We are, however, happy to consider options to increase these limitations, should you so require (which may increase our fees).
- 6.2 We will undertake the work relating to your matter with reasonable skill and care.
- 6.3 Our professional indemnity insurers are Royal and Sun Alliance (RSA) and the insurance cover relates to services provided from our offices in England, limited to activities in court and you indemnify us against any other claim.
- 6.4 We accept liability without limit for the consequences of fraud by us or by any of our partners or employees which is undertaken in their capacity as partners or employees and for any other liability which we are not permitted by law or professional regulatory requirements to limit or exclude. If any part of this agreement that seeks to exclude, limit or restrict liability (including provisions limiting the amount we will be required to pay or limiting the time you have to bring a claim) is found by a court to be void or ineffective for any reason, the remaining provisions shall continue to be effective.
- 6.5 We will not be liable under this agreement or laws of negligence for any deficiencies in the work we have undertaken if and to the extent that deficiencies are due to any false, misleading or incomplete information or documentation that has been provided to us (whether by you or any third party) or due to the acts or omissions of you or any third party. However, where any failure by us to identify any such false, misleading or incomplete information (or any failure by us to inform you that we have identified such information or any failure to act on your resulting instructions) constitutes negligence then we shall, subject to the other provisions of this agreement, remain liable for such failure.
- 6.6 Despite anything else contained in this agreement, we are not under any obligation to act for you (or to continue to act for you) if to do so would breach any laws, our code of ethics, our governing instruments or our professional regulatory requirements. Therefore, we will not be responsible or liable to you for any loss which you or any other party may suffer as a result of our refusal to proceed with your matter where we would be in breach (or we reasonably believe that we would breach) of our legal obligations or our professional regulatory requirements.

- 6.7 Except as stated in clauses 6.4 and 6.12, the total aggregate liability of this firm (including its partners and employees) to you under or in connection with this agreement (including any addition or variation to it), whether for breach of contract, negligence, breach of statutory duty or otherwise, shall not exceed £10,000, providing that act or omission took place in court. Where we are instructed jointly by more than one party, this limit on our liability applies, in total, to all of you collectively (including anyone claiming through you or on your behalf). We have no other liability to you under this contract.
- 6.8 You agree that you will not bring any claims or proceedings in connection with this agreement against our partners or employees personally, unless (and to the extent that) you are otherwise permitted to do so by law or our professional regulatory requirements. Our partners and employees may enforce this clause even though they are not parties to this agreement (but despite having such rights, this agreement may be varied or ended without their consent).
- 6.9 Proceedings in respect of any claims against us must be commenced within one year after you first had (or ought reasonably to have had) both the knowledge for bringing an action for damages and the knowledge that you had a right to bring such an action and in any event no later than one year after any alleged breach of contract, negligence or other cause of action. This provision expressly overrides any statutory provision which would otherwise apply; it will not increase the time within which proceedings may be commenced but may reduce it.
- 6.10 If we and any other party or parties are liable to you together in respect of the same claim, then we shall only be liable to pay you for the portion which is found to be fair and reasonable having regard to the level of our default. Therefore, we shall not be liable to pay you the portion which is due to the fault of such party, even if you do not recover all or any money from such other party for any reason.
- 6.11 If we are liable to you and any other party or parties would have been found liable to you together with us in respect of the same claim if either:
- (a) you had also brought proceedings or claimed them; or
 - (b) we had brought proceedings or made a claim against them for a contribution towards our liability,
- then any sum due from us to you shall be reduced by the proportion of which such other party or parties would have been found liable had those proceedings been brought or those claims been made.
- 6.12 Nothing in this agreement excludes or limits the liability of JAFLAS Dr Alan Blacker & Co CIC. (including its partners and employees) for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any liability if and to the extent that it is not permissible in law for such liability to be limited or excluded.
 - (d) We will not be liable for any loss arising from fraud, howsoever arising unless it is proven by a court of law that we should be so liable.

7 Client Money

- 7.1 Unless otherwise authorised by our regulator we cannot hold client money. If we are authorised so to do, we will agree with you in writing, if we receive any sums to hold on your behalf (whether received directly from you or a third party) then we may deposit such money into an account or accounts with any bank or the financial institution (a "**deposit provider**" which expression shall include bank, financial institution or clearinghouse through which transfers are made) of our choosing. We confirm that we comply with any applicable laws and any applicable rules of a regulatory authority in respect of the making of any such deposits.

- 7.2 We shall not be liable for any loss which you or any third party may suffer in connection with an Insolvency Event occurring concerning any deposit provider with whom we have deposited funds or through whom transfers are made, save if and to the extent that any such loss was caused by or contributed to by any breach by us of clause 7.1.
- 7.3 In clauses 7.2 and 7.4, an "**Insolvency Event**" means:
- (a) any deposit provider is unable or admits inability to pay its debts as they fall due (or is deemed to or declared to be unable to pay its debts under applicable law), suspends or threatens to suspend making payments on any of its debts or, because of actual or anticipated financial difficulties or commences negotiations with one or more of its creditors intending to reschedule any of its indebtedness;
 - (b) the value of the assets of any deposit provider is less than its liabilities (taking into account contingent or prospective liabilities);
 - (c) a moratorium is declared in respect of any indebtedness of any deposit provider;
 - (d) any corporate or government action, legal proceedings or other procedure or step is taken concerning:
 - (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any deposit provider;
 - (ii) a composition, compromise, assignment or arrangement with any creditor of any deposit provider;
 - (iii) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or another similar officer in respect of any deposit provider or any of its assets; or;
 - (iv) enforcement of any security interest (howsoever described) over any assets of any deposit provider; or;
 - (v) the prevention or restriction (whether by way of freezing order or otherwise) of a deposit provider's ability to dispose of, deal with or diminish the value of its assets or any of them;
 - (e) any event analogous to those set out in clause 7.3(d) occurs in any jurisdiction in respect of any deposit provider.
- 7.4 If an Insolvency Event occurs concerning any deposit provider which holds money that we have deposited on your behalf, you agree that we may where applicable disclose to the Financial Services Compensation Scheme ("**FSCS**") all relevant details in our possession about you and the money that we hold on your behalf with such a deposit provider. However, if you do not wish us to make any such disclosure, please notify us in writing addressed to our Data Protection Compliance Officer, George Waddell. Please note that by withholding consent to our disclosure of your details to the FSCS in such circumstances, you may forfeit any right you may have to receive any compensation from the FSCS where an Insolvency Event occurs concerning a deposit provider holding money that we have deposited on your behalf. Further information regarding the FSCS can be found at www.fscs.org.uk, telephone number 020 7892 7300.

8 JAFLAS Dr Alan Blacker & Co CIC.

- 8.1 We are a member of bodies that provide legal and ancillary services to the public. We are not responsible for the services provided by any other member of said bodies to you (whether or not connected with the matter we are working on for you). The member of said bodies will agree to their terms with you. In certain circumstances, we may be liable to pay their fees and expenses for the matter they are acting on for you. If we pay their fees and expenses then you must reimburse us in full when we ask you. JAFLAS Dr Alan Blacker & Co CIC. is a community interest company that owns all profit costs and monies handled by this practice as legal and beneficial owner.

9 Fair Collection Notice for Client Data

9.1 All information that we hold concerning you as an individual will be held and processed by us strictly following the provisions of the General Data Protection Regulation 2016. ("GDPR") Such data will be used by us to provide you with legal services and for related purposes, such as to inform you about our services and events which we consider may be of interest to you. We will not, without your consent, supply your name and addresses to any third party except where:

- (a) it is necessary as part of the legal services that we undertake, or;
- (b) we are required to do so by law or our professional regulatory requirements;
- (c) as otherwise laid out in our privacy and data protection policies.

9.2 As an individual, you have a right under the GDPR to obtain information from us, including a description of the data that we hold on you. Should you have any queries concerning this right, please contact our Data Protection Compliance Officer.

10 Rights of Third Parties

10.1 Except as stated otherwise in clause 6.7, a person who is not a party to this agreement shall not be entitled to enforce any of its terms. This does not prevent regulators from seeking data held by us.

11 Equality and Diversity

11.1 We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. A copy of our equality and diversity policy is available on request.

12 Applicable Law

12.1 These terms and our engagement letter shall be governed by and interpreted following English law. Any disputes or claims concerning this agreement and any matters arising from it shall be dealt with only by the courts of England and Wales unless we agree in writing otherwise.

12.2 If we or you do not enforce our respective rights under this agreement at any time it will not prevent either us or you from doing so later. If we issue an invoice or contact you in any manner, it will be considered an acknowledgement of the debt.

12.3 If any provision of this agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement which shall remain in full force and effect.

12.4 All disputes must be brought to the Director of Operations' attention in a timely fashion in full in writing, signed and dated. The Director of Operations shall have eight weeks from the receipt of such a complaint to dispose of it in whatever manner s/he sees fit. All parties are required to cooperate with the Director whilst s/he undertakes his/her enquiries and investigation. Upon completion of the investigation a decision will be made and published to the complainant and if the complainant remains dissatisfied s/he may refer it to the General Clerk of Tribunals of the Independent Arbitration Service operated by JAFLAS. Upon completion of his process, an arbitral award will be made and the parties may enforce this award or appeal to the High Court in cases of mistake of law only. No legal proceedings shall be commenced by any party outside this process and the tribunal shall be deemed to have jurisdiction from the commencement of this contract.

12.5 The determination of a dispute shall be published to any person reasonably requiring knowledge of it including but not limited to insurers and third parties and the public at large.

Terms covering special circumstances and situations.

1. Introduction

These General Terms and Conditions of Business ('Terms of Business') apply to the delivery of services by us Dr Blacker & Co. including our agents and subsidiaries, to a client according to a letter enclosing these Terms of Business and recording the engagement (the "Engagement Letter").

2. Definitions

The meanings of the following words and phrases used in these Terms of Business shall be as follows:

- Anti-money Laundering Regulations - include but are not limited to the Terrorism Act 2000, the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007.
- Services - the services to be delivered by us under the Engagement Letter.
- Services Contract - these Terms of Business and the Engagement Letter together with any documents or other terms applicable to the services ("Additional Terms") to which specific contractual references are made in the Engagement Letter.

3. Our Services and Responsibilities

3.1 The Engagement Letter shall set out the Services to be delivered by us. The Terms of Business shall be subject to variation if required in the Engagement Letter.

3.2 We may acquire sensitive information concerning your business or affairs in the course of delivering the Services. Concerning this confidential information, we shall comply with the confidentiality standards and codes of our regulatory body, The BSB, as well as any obligations imposed on us by English Law. This clause shall not apply where confidential information properly enters the public domain. This clause shall not prohibit our disclosure of confidential information where we wish to disclose it to our Professional Indemnity Insurers or advisers in which event we may do so in confidence only.

3.3 For marketing or publicising or selling our Services we may wish to disclose that we have performed work (including the Services) for you in which event we may identify you by your name and we may indicate only the general nature or category of such work (or of the Services) and any details which have properly entered the public domain.

4. Ownership

We shall retain ownership of the copyrights and all other intellectual property rights in any document forming part of our Services whether oral or tangible and ownership of our working papers.

5. Our Charges and Expenses

5.1 Our charges are based primarily on the time spent and expenses incurred in dealing with a case. Time spent on your matter may include some or all of the following:

- a) Meetings with you and any other relevant person in and out of the office;
- b) Considering, preparing and working on any papers relating to your matter;
- c) Letters, making and receiving telephone calls, faxes and e-mails, reading/considering incoming correspondence and documentation;
- d) Travel;

- e) Attendance and waiting time at the Court hearing;
- f) Time spent on preparation of any detailed cost calculations.

Also, you will be responsible for travel expenses, fax and photocopying charges and other disbursements including search fees, land or probate registry fees, experts' fees, process server costs and direct costs in obtaining information (where applicable).

5.2 The time spent is charged at hourly rates which will vary depending on the seniority and experience of the person undertaking your work. The time spent is recorded in units of six minutes.

5.3 We may, also, charge a value element by way of our fees in specific instances which are considered 'non-standard' when assessed following the criteria set out below.

5.4 All of our charging rates are subject to review from time to time, usually yearly on the 1st of May. We will notify you of changes in rates.

5.5 Routine letters, emails, and telephone calls made and received will be charged as units of 1/10th of an hour. Other letters and calls will be charged on a time-spent basis.

5.6 In addition to the time spent, we are permitted to take into account some factors which include the complexity of the issues; the urgency of the matter; the expertise or specialist knowledge that the case requires and, if appropriate, the value of the property or subject matter involved.

5.7 The rates will be higher if the matter becomes more complex than expected. We will notify you if these circumstances arise. Irrespective of the outcome of your matter you are and remain personally liable to settle our bills following the Terms of Business. There are circumstances when a number of our costs which you will have to pay could be greater than the amount you can recover from another party to the case. This eventuality is covered under paragraph 10 headed 'Contribution to Your Expenses'.

5.8 All rates are quoted exclusive of VAT. We will add VAT to our charge at the rate that applies at the relevant tax point for VAT purposes - usually the date of the bill. Our VAT Registration No. is 110 4169 54.

5.9 We may require you to pay sums of money on account of the charges and expenses contemplated in the following weeks or months and further payments on account for charges and expenses as the matter progresses. These payments are held by us as monies on account of costs and disbursements and from time to time we will render interim bills. These monies will be applied, as we consider appropriate, in discharge or reduction of any disbursement to be paid or any subsequent invoice rendered. When the matter is finished a final bill will be rendered and any balance will be payable by you. It is important to understand that the total charges and expenses may be greater than any advance payments.

5.10 We only accept cash from a client up to a limit of £500.00 for any one transaction. All other payments must be made by debit card, credit card, cheque, electronic transfer or banker's draft. In respect of credit card transactions, there will be an additional charge equivalent to 2.0 % of the transaction.

5.11 We may be required to indemnify you against our costs where they are not recoverable from a third party, this term protects you so that if such an indemnity is required it is given here, otherwise you will be responsible for all costs we incur or accrue on your behalf which we cannot obtain from a third party.

5.12 If you donate money for goods or services to us, we cannot allow that money to be applied to our accounts free of VAT if the donation is made quid pro quo work we do for you. However, if you donate after or during instructions with no strings attached, that donation shall not carry VAT and may be made under our donation policy.

6. Billing Arrangements

6.1 We will normally send you an interim bill for our charges and expenses when agreed budget limits have been met or at regular intervals while the work is in progress.

6.2 Unless otherwise agreed in writing we will render an invoice for payment every six months or at such other times as we deem appropriate. Each invoice so rendered may not represent all the work done during the period it covers. We will send a final bill upon completion of the work. Payment is due to us within one month of delivery of the invoice unless otherwise agreed with you in writing.

6.3 Costs are payable whether or not a case is successfully concluded or a transaction completed unless otherwise agreed in writing. If any case or transaction does not proceed to completion for any reason during the period in which we are instructed then we shall be entitled to charge for all work done unless we have agreed otherwise in writing.

6.4 We reserve the right to exercise our statutory right to claim interest and compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002 ("the late payment legislation") if we are not paid according to agreed credit terms.

6.5 In cases where the late payment legislation does not apply and you fail to pay us following our agreed credit terms, it is agreed that we may charge interest from the date of the invoice on the amount unpaid at the rate of 5% per annum above the base rate from time to time of Natwest Bank before and after judgment.

6.6 If you wish to dispute the fairness or reasonableness of a bill relating to a non-contentious matter you may do so under the Firm's internal complaints procedure. Also, you may have the right to object to the bill by making a complaint to the Legal Ombudsman and/or by applying to the Court for an assessment of the bill. The Legal Ombudsman can be contacted at P.O. Box 6806 Wolverhampton WV1 9WJ on 0300 555 0333 or at enquiries@legalombudsman.org.uk You should notify us promptly if you wish to pursue any of the above remedies as strict time limits apply.

6.7 Administration of Estates: Invoices will be rendered at intervals during the administration. The first invoice will normally be submitted when the Grant has been obtained. Thereafter, interim invoices will normally be rendered every three months and the last account will normally be submitted when the Estate Accounts are delivered for approval.

7. Responsibility for Payment

7.1 Unless otherwise agreed in writing you will be personally responsible for the settlement of our invoices regardless of any agreement or order for some other person to pay your costs. You agree to assist us to recover our costs from third parties. If you change legal representation during a matter, you remain liable for our costs and fees and must advise your replacement representatives of your duties under this agreement.

7.2 If we are acting for you under a free representation agreement and you cancel or we cancel the agreement you will immediately become liable for our costs and fees. We may, at our discretion submit a bill for you to pay subject to a subsequent event, such as a costs procedure or other process.

7.3 Where an agreement or order exists for another party to pay your costs, invoices will be rendered to you for payment and when, and if, payment is recovered from any person who has agreed to be responsible for your costs such sums recovered will be applied in the following priority:

- a) to discharge or reduce any disbursements incurred or made on your behalf in respect of any matter, cause or action being or which has been dealt with by us on your behalf (the "Transaction");
- b) to discharge interest accrued on any invoice rendered which remains unpaid in respect of the Transaction;
- c) to discharge any unpaid invoice in respect of the Transaction;
- d) on account of fees, disbursements and VAT generally in respect of any unfulfilled request made for a payment in respect of any Transaction;
- e) payment to you.

8. Estimates

8.1 In litigation matters and transactions involving you and someone else the time spent will be affected by the attitudes adopted by the other parties and their lawyers. We cannot, therefore, work out in advance the time we are likely to be obliged to spend to do justice to your instructions. We will, however, provide you with our best estimate of charges, including disbursements and Counsel's fees, both at the outset of the matter and regular intervals or your request.

8.2 Whenever possible, an estimate of fees will be given in advance. Any oral estimate will be confirmed in writing. Any estimate provided is given in good faith as a guideline but cannot always be adhered to. You will be advised in writing if

the nature or circumstances of the work being undertaken on your behalf change in such a way as to render the estimate given inappropriate, and, if possible, a revised estimate will be given. In any event, our fees will be calculated following the section on charges and expenses above.

8.3 Any change in your instructions may also involve us in additional time which may affect the estimate given. You can set a limit on the costs which are to be incurred. In such a case you will be advised in writing when that limit has been reached and be given the details of the nature of work undertaken on your behalf. At this stage, an invoice will be rendered for payment.

9. Payments

9.1 When fees or payments are required to be made on your behalf we will assume instructions to discharge these but will notify you where such amounts are substantial.

9.2 When appropriate, we will consult you before appointing Agents or Experts. You will be responsible to us for all fees and payments made in connection with any such appointments or made otherwise on your behalf.

10. Contribution to Your Expenses

10.1 In some matters a client may be entitled to the payment of costs by another person. You must understand that in such cases the other party may not be required to pay all of your charges and expenses, which you incur with us. You have to pay our charges and expenses in the first place, and the amounts which can be recovered from another party will only be a contribution towards them. It is also important that you are aware that any such order for costs in your favour is not a guarantee of payment by your opponent. There may also be a time delay before you are reimbursed. If the unsuccessful party receives Legal Aid then no costs are likely to be recovered notwithstanding the terms of any court order.

10.2 In certain cases, where you will be liable to pay another party's costs, you may be able to obtain insurance to cover that risk. If you wish to obtain details of the cost and type of cover available, please contact your Adviser.

10.3 If the matter proceeds to trial, a judge has the discretion to award costs. Again, it may well be that you receive a contribution from your opponent concerning your costs and disbursements. **You must be aware that any such order for costs made in your favour, is not a guarantee of payment by your opponent. If the matter is either settled by consent or indeed by an order made by the Court, the question of costs will be considered. Even if you are successful in your action the other party may not be ordered to pay all your costs and disbursements in full.**

10.4 In cases where another party is required to pay or contribute to your costs, you will remain personally liable to settle our bill on our usual terms. There may be a time delay before you are reimbursed. In cases where we agree to await the payment of our bills or part thereof from the other party, interest can be claimed from that party as from the date on which the court order for costs was made. Such interest will be applied first towards interest on our outstanding bill and any surplus will be paid to you.

10.5 You will also be responsible for paying the charges and expenses incurred in seeking to recover any charges or disbursements that a court orders the other party to pay. In circumstances where you have to discharge the costs of others and you are registered for VAT, you will not be able to reclaim the VAT as an input, as the service has been provided for someone other than yourself.

11. Payment in place of interest

Where we hold money in an account for a client or a person funding all or part of our fees, or for a trust, we hold money in a non-interest bearing account and will not be liable for interest on any funds held by us. **We cannot ever hold monies on a client account basis whilst acting as lawyers or in any legal capacity without written permission from our regulators.**

12. Funds held on behalf of clients

12.1 subject to rule rC72 we are not entitled to hold client money unless we are specifically permitted to do so. Funds held by us on your behalf will be held with a mainstream bank. ('our Bank')

12.2 Our Bank is authorised by the Financial Conduct Authority. As such, in the (unlikely) event of its collapse and client funds being lost a claim can be made to the Financial Services Compensation Scheme (FSCS). The FSCS applies to funds held by us on behalf of clients in the same way as to other banking deposits. Accordingly, deposits of up to £85,000.00 held on behalf of individuals and small businesses will be covered. The £85,000.00 limit applies to the individual or business so if you hold other deposits with our Bank the limit of £85,000.00 is for the total held with our Bank both by you and by us on your behalf. The limit may change during the period of your instructions.

12.3 Some banks have several brands, i.e. where the same institution is trading under different names. You should, therefore, check with your bank, the FSA or a financial advisor for more information.

12.4 In the event of the collapse of our Bank we will need to obtain your consent for the disclosure to the FSCS of your details to enable a claim to be made.

13. Liability

We will perform the work which we do for you with reasonable skill and care and we acknowledge that we will be liable to you for losses, damages, costs or expenses ("losses") caused by our negligence or wilful default, subject to the following provisions:-

- a) We will not be so liable if such losses are due to the provision of false, misleading or incomplete information or documentation or due to the acts or omissions of any person other than Us.
- b) The aggregate liability, whether to you or any third party, of whatever nature, whether in contract, tort or otherwise, of us for any losses whatsoever and howsoever caused arising from or in any way connected with each project upon which we are instructed and/or advice on it, shall not exceed £10,000 or such other sum as defined by our insurers providing the act or omission occurred in court.
- c) The liability of us, whether to you or any third party, in contract or tort or under statute or otherwise for any indirect or consequential economic loss or damage (including loss of profits) suffered by you or any third party arising from or in connection with the project on which we are instructed and/or advice on it, however, the indirect or consequential economic loss or damage is caused, including our negligence but not our wilful default, shall be excluded.
- d) Nothing in this section of these Terms of Business shall impose on us any liability of any kind or for any amount which we would not have, or preclude any defence we might have, but for this section.
- e) Nothing in this section of these Terms of Business shall have the effect of restricting our liability in respect of any kind of loss, damage or liability which cannot or must not be excluded or limited under English law.
- f) In the event of the collapse of our Bank, our liability to you for the loss of any sums held by us on your behalf will be limited to such sum as we may recover in respect thereof from the FSCS.
- g) We will not be liable for any excess, or loss that is not met by our insurers.

14. Tax disclaimer

Any work that 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 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 may be able to identify a source of assistance for you.

15. Planning in property transactions

We will not advise you on the planning implications of your proposed purchase unless specifically requested to do so by you, otherwise than by reporting to you on any relevant information provided by the results of the local search'.

16. Contaminated Land

We will not advise you on any issues relating to the possible contamination of any land which may be relevant to your purchase unless specifically requested by you to do so. Even then, we have to tell you that we are not qualified to advise on the results of any search made in that respect and would only be able to report to you the actual results of such a search.

17. Other property disclaimers

It is not our responsibility to carry out a physical inspection of a property, but if you wish us to do this for any reason please make a specific request. We shall not advise on the valuation of the property nor the suitability of your mortgage or any other financial arrangements. We shall not advise generally on environmental liabilities where we shall assume, unless you tell us to the contrary, that you are making your arrangements for any appropriate environmental survey or investigations. We may, however, need to obtain on behalf of your lender at your expense an environmental search.

18. Storage of papers and documents

18.1 After completing the Services, we are entitled to retain all your papers and documents (including title deeds) until our charges and expenses have been paid in full. We will keep our file of papers for no less than 6 years after the date of conclusion of the matter. Before storage, all personal documentation will be removed from the file and forwarded to you unless you specifically instruct us in writing to do otherwise. We will not destroy documents you ask us to deposit in safe custody.

18.2 Upon reaching the recommended file destruction date for your matter the file of papers will be automatically destroyed unless you instruct us to the contrary in writing which is duly acknowledged. It is now our policy to destroy all working papers, files and correspondence (though not original documents) which are more than 7 years old except where specifically agreed otherwise in writing.

18.3 In the event you require your file or any information contained therein at any time before the destruction date you should write to us quoting the reference we indicated in our last correspondence to you.

18.4 If we retrieve papers or documents from storage concerning continuing or new instructions from you, we will not normally charge for such retrieval but we reserve the right to do so. If retrieval has been requested by you or by us on your behalf on less than 24 hours' notice, we may make a charge based on time spent producing stored papers or documents to you or another at your request. We may also charge for reading, correspondence or other work necessary to comply with the instructions given by you on your behalf.

18.5 Subject to your agreement where you request us to retain your deeds a charge will be made to cover the costs of storage and to ensure your documents are fully protected against fire, flood damage and insured for loss and reinstatement. Storage will not be undertaken without your agreement to the charge. We do not make any charge for the storage of wills.

18.6 The storage of our papers and documents does not constitute an implied retainer. In this respect, the completion or termination of any given matter relinquishes us from all responsibility for notifying you of any date, time limits or clauses contained within any general papers and documents including leases, deeds, and wills that may expire during their storage. This includes but is not limited to the registration of any charges or rights with any statutory body.

19. Anti-Money Laundering Regulations

We are required to carry out money laundering checks on all new clients and sometimes on existing clients. Our acceptance of your instructions will be subject to you providing us with all the necessary information to enable us to comply with our statutory obligations. We are required by regulations in certain circumstances to enquire into the source

of funds or monies which may pass through our client account. We will not accept responsibility for any loss that may arise as a result of our compliance with those regulations and in certain circumstances, we reserve the right to terminate our retainer. Please refer to the Money Laundering Leaflet attached for further details.

20.1 Lawyers are under a duty to keep the affairs of clients confidential. This obligation, however, is subject to a statutory exception. Recent legislation on money laundering and terrorist financing has placed lawyers under a legal duty in certain circumstances to disclose information to the Serious Organised Crime Agency or their successor body. Where a lawyer knows or suspects that a transaction on behalf of a client involves money laundering, the lawyer may be required to make a money laundering disclosure, seize monies or property or act following law enforcement agencies and we accept no liability for any loss or delay howsoever arising from such duties or anticipation of such duties.

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

20.3 Also, where we act for your case funder or insurer, we are under an obligation to advise them of any relevant information. In accepting these terms and conditions, you authorise us to disclose to the other parties in the transaction and, if applicable to all other parties in the chain of transactions, their agents and advisors all information which we have concerning your involvement including any related matter and other financial arrangements and wishes as to dates for the ending of those proceedings or matters. **You may withdraw this authority at any time but, if you do so, you should appreciate that we will inform the other party or parties and their agents or advisors that this authority has been withdrawn which may prejudice the matter. You may in effect be dismissing your insurers and lose their protection from costs.**

20.4 We may be subject to quality or audit checks and in these circumstances, your file will be made available. We will always aim to obtain a confidentiality agreement with the third party unless they act for an accreditation body with similar confidentiality aims to ourselves.

20.5 Conflict between your interests and the interests of other clients of the firm may arise during a matter. If this situation occurs, we will discuss the position with you and determine the appropriate course of action. To protect your or their interests, we may have to cease acting, in which case we will use our reasonable endeavours to find another firm of lawyers to continue acting for you.

21. Information

21.1 To enable us to perform the Services, you shall supply promptly all information and assistance and access to all documentation in your possession, custody or under your control. You shall use your best endeavours to secure these supplies where they are not in your possession, custody or under your control. You shall inform us of any information or developments which may come to your notice and which might have a bearing on the Services. You shall supply information in response to our enquiries to enable us to comply with our statutory obligations relating to the Anti-money Laundering Regulations.

21.2 We may rely on any instructions or requests made or notice given or information supplied whether orally or in writing by any person whom we know to be or reasonably believe to be authorised by you to communicate with us for such purposes. We may communicate with you by electronic mail where any such person wishes us to do so on the basis that in consenting to this method of communication you accept the inherent risk (including the security risk of interception of or unauthorised access to such communications, the risk of corruption of such communications and the risks of viruses or other harmful devices) and you shall perform virus checks.

22. Confidentiality and Conflicts

We shall not accept an engagement that may give rise to a conflict of interest or give rise to a risk of breach of confidentiality. We do not operate methods of internal separation of data for multi-party actions.

23. Third-Party Rights

The Services shall not create or give rise to nor shall it be intended to create or give rise to any third party rights. No third party shall have any right to enforce or rely on any provision of the services which do or may confer any right or benefit on a third party, directly or indirectly, expressly or implied.

24. Circumstances beyond Your or Our Control

Neither of us shall be in breach of our contractual obligations nor shall either of us incur any liability to the other if we or you are unable to comply with the contracts as a result of any cause beyond our or your reasonable control. In the event of any such occurrence affecting one of us, that one shall be obliged as soon as reasonably practicable to notify the other, who shall have the option of suspending or terminating the operation of the Services or notice taking effect immediately on delivery.

25. Termination

25.1 You may terminate the Services Contract in writing at any time but we will be entitled to retain your papers and documents until our charges and expenses are paid in full.

25.2 We reserve the right to terminate the Services Contract if:

- (a) You fail to pay our costs or money on account of costs following these Terms of Business.
- (b) We cannot continue to act without being in breach of rules of professional conduct.
- (c) We are unable to obtain clear instructions from you
- (d) For any reason there has been a serious breakdown in confidence between us.

I. In such cases, we will give you reasonable notice of such termination.

II. In cases of termination of instructions, you will be responsible for our charges to date.

III. In all cases, our retainer in respect of any specific matter terminates on the issue of a final bill.

IV. With immediate effect and without any prior notice if you, any client of yours or agent acting for you have breached this Agreement, or if we believe that you any client of yours or agent acting for or have used, or intend to use our services for a Prohibited Activity or Prohibited Purpose, in a grossly negligent manner or for other unlawful purposes, or if we can no longer process your transactions due to the actions of third parties, or if we are unable to verify your identity or otherwise unable to apply our customer due diligence measures to you.

26. 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 expenses as set out earlier. We may seek personal guarantees or hold a lien on personal property for commercial debts.

27. Data Protection

The definitions and interpretations under the GDPR (or any subsequent amendment or re-enactment that does not substantively change the original enactment) ("the Act") shall apply to this clause where necessary to enable us to deliver the Services. For such purposes as we shall have your authority to process personal data on your behalf following this clause. When we do so, we shall take appropriate technical and organisational measures designed to protect against unauthorised or unlawful processing of personal data and accidental loss or destruction of or damage to personal data. In particular, we shall act only on your instructions and we shall comply at all times with the eight principles in Part 1 of Schedule 1 to the Act as if applicable to us directly. We shall answer your reasonable enquiries to enable you to monitor

our compliance with this clause and we shall not sub-contract our processing of personal data without your prior written consent.

28. Investment Advice

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

29. Insurance Mediation

We are not authorised by the Financial Conduct Authority. However, we might refer you to some organisation that is and in any event may provide general advice on insurance policies you may need to conclude the business we undertake for you.

30. Notices

Any notice to you or us delivered as part of the Services shall be in writing and delivered by pre-paid First Class post (or prepaid overseas equivalent) to or left at the respective addresses appearing in the Engagement Letter (or such other address as may be notified in writing). A notice delivered by post shall be deemed to have arrived:

- (a) Where posted from and to addresses in the U.K. on the second working day and;
- (b) Where posted from or to addresses overseas, on the tenth working day following the date of posting.
- (c) Where agreed between us service of notices may be made by email.

31. Commission

In the event, that commission is received by us from any Institution then, and unless otherwise agreed, we will retain that commission as part of the disbursements or fees due to us. We will account to you for such commission in any event but it will not form part of your payment to us.

32. Hours of Business

The normal hours of opening are between 10:00 am and 4:00 pm on weekdays except for Fridays where our hours of opening are from 10:30 till 12:30. Appointments can (where necessary) be arranged outside the normal hours or at your home or elsewhere if reasonable to us. This may involve an increased level of charge.

33. Professional Indemnity

The total liability of this firm, its partners, and employees in connection with or arising directly or indirectly from this matter will be limited to an aggregate amount of £10,000. This limit will cover all claims of any sort whatsoever whether arising in contract, negligence or otherwise and all losses or damages including interest, costs, and expenses. This is for any claims made in any three years from the same client.

34. Client Care Code

34.1 We are committed to meeting the highest quality standards in the delivery of the services we provide to our clients. We take any problems that may arise extremely seriously.

34.2 We have a procedure in place to ensure that complaints are identified as early as possible and that appropriate action is taken quickly and thoroughly to deal with them. Initial responsibility for identifying a complaint and ensuring appropriate action is taken rests with the person dealing with the matter or supervising those involved in dealing with the client.

34.3 Those complaints which cannot be resolved between the client and the person dealing with your matter will be investigated following our formal Complaints Procedure, a copy of which will be provided on request.

35. Communication between you and us

35.1 We will aim to communicate with you by such a method as you may request. When communicating by email we cannot accept responsibility for loss or damage arising from the use of emails or attachments and we recommend that you subject these to virus checking procedures before use.

35.2 Unless you withdraw consent, we will communicate with others when appropriate by email or fax but we cannot be responsible for the security of correspondence and documents sent by post, email or fax.

35.3 The Data Protection Act requires us to advise you that your particulars are held in our database. We may from time to time use these details to send you information that we think might be of interest to you.

35.4 On the occasion of an event arising which requires us to act quickly, if we are unable to gain your instructions you permit us to act in such a manner as we feel would best represent your interests or protect you from adverse consequences.

35.5 You must always:

- 1 give us instructions that allow us to do our work properly, and not ask us to work in an improper or unreasonable way;
- 2 notify us promptly of any changes in your contact details;
- 3 notify us promptly if you are or may become insolvent or subject to an arrangement with your creditors;
- 4 observe the utmost good faith in all your dealings with us, disclosing all information relevant to your claim, and never provide us with misleading information or untrue;
- 5 co-operate with us, and follow our reasonable advice;
- 6 acknowledge correspondence when we ask you to;
- 7 go to any expert examination or court hearing where reasonably required;
- 8 comply with all the terms of this agreement and the terms of any ATE insurance policy and Litigation Funding Agreement which we notify you of;
- 9 not enter into any direct negotiations or agreements with an opponent;
- 10 even where this agreement has ended:
 - 1 not make or accept any offer of settlement which excludes payment of our reasonable and proportionate basic charges and disbursements without our agreement (which is not to be unreasonably withheld);
 - 2 not do anything else which might unreasonably prejudice our recovery of any part of our reasonable and proportionate basic charges and disbursements from your opponent;
 - 3 provide us with all reasonable assistance to recover our costs from your opponent.

35.6 Where your claim is part of a group, you must in addition:

- 1 enter into any costs sharing agreement with other claimants which we reasonably advise you to enter, and thereafter comply with the terms of that agreement;
- 2 do nothing which might unreasonably prejudice any other members of the group; and
- 3 keep confidential all information received by you in connection with your claim or the claims of other members of the group;

36. The Services Contract

36.1 The Services Contract sets out the entire agreement and understanding between us in connection with the Services and supersedes any prior agreements, understandings, arrangements, statements or representations (unless made fraudulently) relating to the Services. The services contract is the retainer letter, these terms and any documents sent to you by us form part of our agreement such as conditional or contingency fee agreements.

36.2 Any modifications or variations to the Services Contract must be in writing and signed by an authorised representative of each of us.

36.3 In the event of any inconsistency between the Engagement Letter and any other elements of the Services Contract, the Engagement Letter shall prevail.

36.4 In the event of any inconsistency between these Terms of Business and Additional Terms that may apply, the Additional Terms shall prevail.

36.5 Nothing in the Services Contract shall operate to exclude any liability which we would otherwise have to you in respect of any statements made by us fraudulently before the date of the Services Contract.

37. Other Services

37.1 Following the regulations binding us and codes of practice or guidance, your instructions to which these Terms of Business relate, appoint us to provide advice and guidance following the specific matter as detailed in our letter of engagement.

37.2 Your instructions do not place any duty upon us to provide you with any other advice, legal or otherwise unless specifically instructed by you and confirmed by us in writing.

38. Severance of Terms

If all or any part of any individual provision of the agreement between us and you is or becomes illegal, invalid or unenforceable in any respect then the remainder of the terms of that agreement will remain valid and enforceable. If any term shall seem to conflict with another then that term shall be replaced by the term most favourable to us.

39. Court and Jurisdiction

The Services Contract shall be subject to and governed by English law and all disputes arising from or under the Services Contract shall be subject to in the first instance The Independent Adjudicator Service.

40. Terms covering Litigation matters.

Statements of Truth

The Civil Procedure Rules require that many court documents must be verified by a signed "Statement of Truth". This requirement applies not only to witness statements but also to claim forms, statements of case and lists of documents.

The rules require that the document should be verified by a person who knows sufficient about the circumstances giving rise to the proceedings to be able to verify that the contents of the documents are true. Witness statements will be signed by the witness giving the statement; for other documents, however, it is this firm's policy that the statements of truth contained in such documents should usually be signed by the party to the proceedings for whom we act. That party will be in the best position to be able to confirm that the contents of the document are true.

If the party is a registered company or corporation then verification must be by a Director, Treasurer, Secretary, Chief Executive, Manager or other officer holding a senior position.

We may waive these requirements at our discretion but will be doing so based on the instructions we have received and will do so in good faith, and with the imputed assurance by you that the documents last served on you are true and accurate. You will indemnify us outright for any such error or misleading elements.

Court Orders for Costs

If legal proceedings are taken or defended on your behalf, the court will make an order as to who should pay the costs of the various stages of the court action. Costs orders of this kind are often made as the case progresses. Generally speaking, costs "follow the event". That means that the successful party at a particular stage of the proceedings is entitled to recover a contribution to his costs from the unsuccessful party. However, that contribution rarely covers all the costs and disbursements that the successful party has incurred.

Interim Costs Orders

In most cases, the Civil Procedure Rules require that where any interim application is made during proceedings, then the question of who should bear the costs of that interim application and in what amount will be dealt with there and then. If you are successful at any stage of the litigation and are awarded a costs order in your favour, the unsuccessful party may not be willing or capable of paying the sum it has been ordered to pay to you. However, you remain responsible for our fees and disbursements incurred on your behalf.

Should you be unsuccessful at any stage of the litigation, you will likely have to pay your opponent's costs as well as your own. Those costs are ordinarily payable within 14 days following the date on which the (adverse) court order is made.

Case Management

The pace at which a case proceeds is actively controlled by the Court according to its case management powers. The Court will take steps to ensure that every claim proceeds expeditiously and economically and strict sanctions may well be applied to parties who fail to comply with time limits set by the Court. It is, therefore, essential that we ensure at the outset that all relevant personnel likely to be involved and/or needed to progress the case are identified at an early stage and that those individuals are prepared and willing to respond, swiftly, to our requests for information and documents to move the matter forward.

Disclosure of Documents

You have a continuing obligation to preserve any documents which may need to be produced to the Court in the course of any litigation. You should be careful, therefore, not to destroy any documentation which you believe may be relevant. The definition of document for this purpose extends to electronic documents, including e-mail and other electronic communications, word-processed documents and databases. Documents that are stored on servers and backup systems and electronic documents that have been "deleted" are also covered.

If the claim reaches the stage where documents need to be disclosed between the parties, it will be necessary for you to carry out a search for certain types of documents and for you/a member of your company (where applicable) to sign a "Disclosure Statement" confirming:

1. the extent of the search that has been made to locate documents; and
2. that the named individual understands the duty to disclose documents and to the best of his/her knowledge believes that duty has been carried out. Also, that individual will need to explain why he/she is considered the appropriate person to make that statement.

Should proceedings reach that stage, we will advise you as to your disclosure obligations in more detail but, broadly, the standard disclosure obligations mean that the following documents must be disclosed:-

- those upon which you wish to rely;
- those which adversely affect your case;
- those which adversely affect another party's case;
- those supporting another party's case;
- those required to be disclosed by any relevant practice directions.

Given the Court's case management powers and the restrictive timescale that is likely to be imposed, then the search for documents in the above categories **should be commenced as soon as possible**.

Recovery of Costs and Disbursements in Litigation Matters.

ORDERS FOR COSTS.

After your case (whether a civil law or criminal law) and if you are successful it may be that you are entitled to an order for costs from the other party. Please be aware of the following principles as you consider this complex topic: -

1. It is rare, very rare in some courts, for the system of assessment of costs, as it is known, to result in the other party having to pay the full amount of your costs. **This means you could be out of pocket even if you win.**
2. Even if you are insurance-funded, or you are funded by another organisation, your liability to us must be discharged whether or not the other party is ordered to pay your costs.
3. It is also important to understand that even if the other party is ordered to pay your costs he or she may not be capable of paying what they have been ordered to pay and therefore an order for costs in your favour is not a guarantee of payment by the other party. Sometimes you may need to spend more to enforce payment of the costs order, we will only advise this on strong background research before the case starts that they have a property to secure the award of costs against or other recovery methods has a likelihood of success.
4. It is also important to understand that the other party is publicly funded it is highly unlikely that you would be able to recover any legal costs from them. By publicly funded we mean legal aid or similar funding.
5. In actions before the court, which are referred to as small claims, it is highly unlikely that an order for costs will be made in favour of the winning party. Employment and other tribunals rarely make positive awards for costs.

It is important to bear in mind that even if you win your case you can still be "out of pocket" and this is an essential matter to take into consideration when thinking about negotiating a settlement. Some costs, which you will have to pay, may be greater than the amount you can recover from the other party to the case.

In April 1999 the Civil Procedure Rules for the conduct of cases before the County and High Court were amended and these have had a particular effect on costs. The overriding objective is for the Court to deal with matters "economically" and "proportionate" to the issues that are involved in the case. Likely, the costs that will now be recovered from an opponent in what is known as "Fast Track" and "Multi-Track" trials will be limited.

Under the Civil Procedure Rules at each stage of the action, there is an obligation on the Court to examine the costs, which both parties have incurred. If applications are brought before the Court unnecessarily, or where applications are brought on one party losing, the Court will, there and then, assess the level of costs to be paid by the losing or defaulting party and order those costs to be paid within 14 days. Sanctions and penalties will be imposed if those costs are not paid within 14 days. Therefore, great care must be taken when considering bringing or opposing any particular applications.

Under the "old system," the general rule was that following a trial the unsuccessful party would be ordered to pay the costs of the successful party. Whilst this presumption remains the same, the Court now has a much greater discretion to disallow costs taking into account the conduct of the successful party both before and during proceedings, i.e. whether issues were pursued unreasonably, how the party has defended or pursued a case and also whether the party had exaggerated the claim. This also goes back to the question of whether costs have been incurred in a "proportionate" manner relative to the claim. Discretion to award or refuse costs is very wide and some judges prefer the "old" system and may invoke an order reflecting their views on how a party has conducted themselves before and during proceedings. **If you are successful in respect of proceedings before the Court you should assume that you will not recover all your legal costs and that it is likely that you will recover in the region of 70% of your overall costs as a maximum. If the court feels your case was manifestly frivolous or dishonest, you may be ordered to pay costs even if you win.**

LOSING YOUR CASE

If you are unsuccessful, you will normally have to pay all or some of the costs of the other party in addition to all of your costs and disbursements. The same principles as to assessments, which are set out below, will apply here.

ASSESSMENT OF COSTS

Once a case has been concluded either by settlement or by a judgment/order made by the Court and there has been a provision for one party to pay the other party's costs it is important to realise that it may take a further period before the matter of costs is finally resolved. This is because the Court rarely stipulates the exact amount of costs that one party should pay to the other. If the other party has agreed or has been ordered to pay your legal costs then we would endeavour to reach an agreement with your opponent concerning the number of costs that he/she should pay.

Nevertheless, if such an agreement cannot be reached then we would have to make an application to assess your costs, which would involve a judge examining the work that had been undertaken on your behalf and deciding exactly how much the other party should pay towards your costs. Unfortunately, the process of assessment can take between 6 and 9 months to conclude. You should also note that the other party might not necessarily comply with a Court order that he or she pays a specific amount towards your legal costs. In these circumstances, it could be that further proceedings would have to be issued to enforce your costs order, which could lead to further delay. **You are also liable for the costs of an assessment currently at 7.5% of the total bill as assessed and if we represent your interest, to our costs of doing so. This rate may change.**

ORDERS FOR COSTS IN TRIBUNALS

In proceedings before Immigration Tribunals, Medical Appeal Tribunals, Social Security Tribunals or Criminal Injury Compensation Tribunals **it is exceptionally rare for an order for costs to be made after the case.** In some cases, it is unlawful for a costs order to be made.

- Therefore even if you are successful in any action before such Tribunals you will not be able to recover your legal costs and you will have to pay these yourself. Some tribunals cannot order costs others generally follow the rule of costs follows the event, so the loser pays all the parties' costs. It is unlikely that you will be able to obtain insurance cover for our costs in tribunal work.
- On the other hand, if you lose your case you will not normally be ordered to pay any costs although there are circumstances in which the Tribunal does reserve the right to order costs to be paid especially if you have misbehaved, delayed proceedings, caused disruption or expense to a third party or the court or tribunal. Don't delay matters unless they cannot be helped, let us know immediately you know when you may not be able to comply with a direction or order the court has made or if you cannot meet a deadline we agree.

ALTERNATIVE DISPUTE RESOLUTION

In any legal dispute, it is important to consider the possibility of mediation or alternative dispute resolution. ("ADR") Failure to consider such options where it is appropriate and reasonable may cause cost sanctions to be imposed and it is something that we will advise you about at various stages throughout the matter. Sometimes ADR can cost you fees but the overall effect is far cheaper than going to court and you will know the exact cost upfront so won't suffer extra losses if ADR fails.

PROFIT COSTS. (The name was given to the costs we accrue on your behalf by doing work on your case)

If we charge you fixed or ceiling fees and you win your case, we will always seek an order for costs in your favour. If we are granted that order we will enter a bill of costs reflecting our full commercial rate. That will not be higher than if you had to pay for us. So we might, for example, charge you a fixed fee of five hundred pounds for a small claim. We then go on to win. We are awarded costs because the claim has not been set down to the small claims track and so we can ask the court for our full costs. Our full costs say, eleven hundred pounds. We would refund you your five hundred pounds, at our discretion and keep the remaining six hundred as profit costs.

These profit costs go to running our charity. We cannot ask the court to award fees you would not be liable for, hence why you are personally liable subject to any indemnity we give, for the costs we accrue on your behalf, but we can recover profit costs at a rate proportionate to the work undertaken subject to assessment by the court or court-appointed agencies like the National Taxing Team.

"NO WIN, NO FEE" DISBURSEMENTS.

We operate for qualifying cases a legal indemnity insurance policy, so if you lose your case the other side's legal expenses will be paid out under the policy. If you win your case the premium is recovered from the other side. If we include an insurer in your case they will write to you as well as ourselves about the funding of your case.

LEGAL EXPENSE INSURANCE.

If you are engaged in expensive legal action and you cannot afford our legal charges you might want to consider buying legal expense insurance, we can provide details of our common scheme and you can compare it with others on the market.

CRIMINAL PROCEEDINGS

If we are instructed as direct counsel in criminal proceedings we will need to claim Legal Aid, even if we are not entitled on the face of it. Once you have been rejected for Legal Aid we will be able to seek costs from central funds of the government's fund for criminal defences. If we win your case we may be able to obtain some of your funding from central funds but be advised that it will only, at best, be payable at Legal Aid rates and only for some of the work we put in. You will be responsible for the entire bill and we will deduct from the bill what we recover for you from the central funds account less than eight per cent which we charge for claiming in the case. If we are instructed by a third party lawyer on your behalf, we will bill your lawyers our full bill and you will be responsible for anything that we do for you that is not covered by Legal Aid. Be clear, Legal Aid is not free, it is a loan and you may be required to pay some or all of your Legal Aid funding back should you win your case. If you lose your case you remain responsible for our costs above and beyond the Legal Aid recovered but the bill will be subject to a review by our trustees to see what proportion of it you should pay. This is an internal process and you have no right to address the trustees on the matter of your liability.

CONCLUSION

We appreciate that the above is rather complex, so if you have any questions it is always best to get them off your chest as soon as possible as there are times in the life of a case where it is impossible to go back and the exposure to the other side's costs is begun. We want you to be aware of the risks and benefits of every decision you make.

SUMMARY.

In summary: -

- **If you lose**, you will be liable for your lawyer's fees, the opponent's lawyer's fees and your disbursements and your opponent's disbursements and out-of-pocket expenses subject to any agreement between us or insurance policy claim.
- **If you win**, you will be liable for the difference in your legal costs and the costs ordered in your favour, your disbursements and out-of-pocket expenses will be met by the other side if they can afford to pay them.
- **These risks can sometimes be insured** after the event and you need to consider your household and motor policies to see if they cover legal expenses, if they do contact us directly do not approach your insurer.
- **If you cannot insure your expenses exposure** you will still be able to recover your costs if you win and are awarded costs. We will do our utmost to advise you if the other side can pay before you issue court proceedings.
- **Please feel able to contact your lawyer to discuss any aspect of your case or the risks involved without fear of being judged; we are here to serve you not to judge you.**
- **Your insurance premium will be paid by the other side in most cases. If you lose, there is usually no premium.**

HOW TO GET IN TOUCH

JAFLAS Dr Alan Blacker & Co CIC.

– Main address.

enquiries@jaflas.co.uk

– Main email address.

drblacker@jaflas.co.uk

– Dr Blacker's email address.

Main number 0203 47 999 57

Information about the exercise of the right to cancel

Right to cancel

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day at the top of this letter.

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). You may use the attached model cancellation form, but it is not obligatory.

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.

Effects of cancellation

If you cancel this contract, we will reimburse you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We may make a deduction from the reimbursement for loss in value of any goods or services supplied if the loss is the result of unnecessary handling by you.

We will make the reimbursement without undue delay, and no later than –

- (a) 14 days after the day we receive back from you any goods supplied, or
- (b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or
- (c) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

Notes on instructions for completion:

1. Insert one of the following texts between inverted commas:

(a) in the case of a service contract or a contract for the supply of digital content which is not supplied on a tangible medium: "of the conclusion of the contract.";

(b) in the case of a sales contract: "on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.";

(c) in the case of a contract relating to multiple goods ordered by the consumer in one order and delivered separately: "on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.";

(d) in the case of a contract relating to the delivery of a good consisting of multiple lots or pieces: "on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last lot or piece.";

(e) in the case of a contract for the regular delivery of goods during a defined period: "on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the first good.".

2. Insert your name, geographical address and, where available, your telephone number, fax number and e-mail address.

3. If you give the option to the consumer to electronically fill in and submit information about the consumer's cancellation from the contract on your website, insert the following: "You can also electronically fill in and submit the model cancellation form or any other clear statement on our website [insert Internet address]. If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by e-mail) without delay".

4. In the case of sales contracts in which you have not offered to collect the goods in the event of cancellation insert the following: "We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest."

5. If the consumer has received goods in connection with the contract

We will collect the goods.; or,

You shall send back the goods or hand them over to us or our agent without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You will have to bear the direct cost of returning the goods.

If in a distance contract, you do not offer to bear the cost of returning the goods and the goods, by their nature, cannot normally be returned by post, You will have to bear the direct cost of returning the goods; or if the cost of returning the goods cannot reasonably be calculated in advance you will have to bear the direct cost of returning the goods. The cost is estimated at a maximum of approximately £100.00; or

If in an off-premises contract, the goods, by their nature, cannot normally be returned by post and have been delivered to the consumer's home at the time of the conclusion of the contract we will collect the goods at our own expense; and,

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

6. In the case of a service, the contract inserts the following: If you requested 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.



If you wish to cancel our services **within fourteen days** of receiving our letter please complete this form and return it to us.

Cancellation form

To Dr Alan M. Blacker. And Co.

1. I/We hereby give notice that I/We cancel my/our contract for the supply of legal services, provided by you. And;
2. I understand I am liable for the costs of work done since instructing you and this cancellation notice.

Which we ordered on _____ / received on _____ ,

Your Name,

Your Address

Your Signature

Date

This form must be signed and returned to us within fourteen days starting the day after you received your letter.

CLIENT AUTHORISATION.

I authorise JAFLAS Dr Alan Blacker & Co CIC. Legal Advice Service, their agents and servants to gain copies from you of their personal records, including but not limited to those classes of the document listed below. Please make copies of your records for them as they act for me in a legal capacity governed by the Courts and Legal Services Act and the Legal Advice Service Act 1974. I personally remain responsible for any costs in doing this work and please take this instruction to confirm that you may furnish me with a bill for your reasonable time and effort in complying with this request, this is of course limited by law to ten pounds under the Data Protection Act.

Medical records, Police records, Army, Navy and Air force Act records, Employee records, Service records, Personal records, Official records and Public records, all other records held by you.

Name.....

Address: -

National Insurance Number:

NHS Number:

Employee number:

Service Number:

Any other relevant number or reference:

 Signed:

Please send these documents to us at: -

JAFLAS Dr Alan Blacker & Co CIC.

4 Margaret Clitherow Court

Milk Street

Or

Rochdale

OL11 1HF

But only if you have a DX.

THANK YOU FOR YOUR KIND COOPERATION

ACCEPTANCE OF TERMS.

I have read the terms contained in this booklet and the covering letter which came with it and agree on those terms and engage JAFLAS Dr Alan Blacker & Co CIC. Legal Advice Service on those terms which may be varied by a Conditional or Contingency Fee Agreement or subsequent letter which will give me sufficient notice to make up my mind.

Name.....

Address: -

Post Code:

Contact Details



- I am Blind/partially signed
- I am Deaf or Hearing Impaired
- I am in need of other assistance:-

- I speak English as a second language and need an interpreter.

 Signed: _____

Please send these documents to us at: -

JAFLAS Dr Alan Blacker & Co CIC.
4 Margaret Clitherow Court
Milk Street
Rochdale
OL11 1HF