

## WAUGHS SOLICITORS

### TERMS OF BUSINESS

#### 1. **Acting for You**

- 1.1 Waughs will be acting for you in accordance with your instructions to us. You will appreciate that in acting for you the conduct of solicitors is regulated by The Solicitors Regulation Authority and we are required to act in accordance with their rules and guidelines. As with any other practice or profession we are also subject to all other relevant statutes or regulations for the time being in force.
- 1.2 Once we are instructed we will continue to act for you until you tell us in writing that you no longer wish us to continue or until we tell you that we will no longer act for you. Should a conflict of interest arise (where it becomes difficult or impossible for us to act both for you and another client of this firm) or should some other problem arise we will tell you in writing and in such a case we may be obliged to cease to act for you (and/or that other client). It is rare for this to happen but if it does we shall always discuss the problem carefully with you.
- 1.3 In some circumstances we may be required to continue to do some work on your case even though you stop instructing us.
- 1.4 Whilst instructed by you we will not act against you for another client.
- 1.5 If other solicitors are or have been acting for you in the particular matter on which you are now instructing us on you should please tell us.
- 1.6 We have in place an equality and diversity policy. Please contact us if you would like to be given a copy of that policy.

#### 2. **Quality of Service**

- 2.1 I, Martin Groat, will be responsible for dealing with the matter on your behalf throughout although other members of the firm may be involved from time to time and may report directly to you on its conduct. I am the prin the firm.
- 2.2 Everything you tell us about your affairs is confidential and before disclosing information on your behalf to anyone else we shall (unless acting under legal constraints) require your written authority beforehand. Please be aware, however, that such confidentiality does not apply in the event that information comes into our possession that may give rise to a duty upon us to make reports in compliance with the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007. The further effects of this are dealt with in Paragraph 7 below.
- 2.3 We will keep you informed of developments in your case. However, we will always provide further information about the matter on request should you want it.
- 2.4 Our aim is to provide an excellent service to all our clients and in particular to act in your best interests at all times.
- 2.5 We will try to respond to any telephone calls or letters that you send to us promptly. Remember, however, that the person dealing with your case will have Court commitments, emergencies and other clients; if you cannot speak to him or her in the first instance, please ensure that you leave a clear message with his or her secretary.

#### 3. **Fees**

- 3.1 In many cases, particularly property related matters, (e.g. house sale and purchase) we will give you a written estimate of the likely costs and expenses that you will incur based on the

information that you supply us with at that time. It may be that once further information regarding that transaction becomes known to us then it will be necessary to revise that estimate. If so we shall advise you in writing accordingly. In this situation an estimate should not be regarded as a fixed quotation.

- 3.2 In some areas of work particularly litigation work (court cases) and winding up of estates (Probate work) our fees are mainly based on the time we spend on your case, including seeing you or others, telephone calls, preparing, reading or considering documents, research, preparatory work, attendances at Court, correspondence - including e-mails - travelling and waiting at Court for your case to start. We are expected to state, in all matters we handle, as to what we think the whole of the case would cost. We will give you an indication at each stage of the matter as to how much we estimate the next stage will cost. This will continue to be discussed and revised between us. An estimate should not be regarded as a fixed quotation. We will advise you if we believe our fees may exceed the amount we have estimated.
- 3.3 Unless otherwise agreed in writing you will be personally responsible for the settlement of our fees, VAT and for reimbursing any expenses we incur on your behalf. This is so even where you are a director or Secretary of a Limited Company, or a partner in a business where you ask us to act for that company or business.
- 3.4 VAT is payable by you on our fees and unless otherwise stated estimates are given exclusive of VAT and disbursements, i.e. specific expenses incurred on your behalf.
- 3.5 We reserve the right to ask you for a payment on account of likely expenses and fees to be incurred. Please note that in the majority of circumstances a payment out to a third party on your behalf will not be made by us unless we are holding sums on account of that payment from you. In Court cases in particular, we may have to instruct a Barrister for you or engage the services of an Expert Witness, or pay Court fees and other expenses on your behalf. In all such cases we shall need an appropriate advance payment from you to cover those expenses. We will let you have an estimate of the likely cost of these items. If you do not pay within a reasonable period, we may treat this as a termination of our instructions from you and stop acting for you. You will not have the right to interest or payments on account because our charging rates take this into account. In all cases we consider the likely cost of your case, the risks involved and advise you whether it is worth continuing.
- 3.6 In litigation cases you will, if you lose your Court case, be ordered to pay your opponent's legal costs as well as having to pay your own; and if you win, your opponent may not be ordered or able to pay all or even any of your legal costs.
- 3.7 In Court cases please bear in mind that although we may obtain a Judgment or Court Order in your favour, you must appreciate that the money has to be recovered from the other party. Enforcement of the Judgment or Order does not result in automatic payment; it is an extra element of our work that is not always successful.
- 3.8 If you win your case you may be entitled to the payment of legal costs by your opponent. You must be aware, however, that it is rare for those costs, the amount of which is normally decided by the Court, to result in your opponent having to pay anything like the full amount of the fees and disbursements you have incurred with us. You are still liable to pay our fees and disbursements, irrespective of the outcome of your case. Any legal costs actually recovered from your opponent will be a reimbursement to you of part of the legal costs and disbursements you have incurred with us. In the event that you win and costs fall to be paid by your opponent, we may be able to claim interest from the date upon which the Order for costs was made. To the extent that any part of our charges have not been paid on account, we will retain this interest. If you lose your case you may well be ordered by the Court to pay your opponent's charges and disbursements (with interest.) This would be a liability in addition to your liability to us.
- 3.9 You may be eligible for public funding for your case and we will discuss this with you. We do not hold a Legal Aid Franchise and if you do decide to apply for public funding we will cease to act for you and will pass the matter to another firm of Solicitors of your choice who

has a Franchise. You may have insurance or other cover to assist with your legal expenses and it is for you to check the position and then discuss the matter with us. In certain civil court cases we may be able to offer what is known as “after the event” insurance. Please speak to us regarding this.

#### **4. Bills**

4.1 We will send you bills monthly or at other intervals. If we hold money for you (whether received for the purpose or otherwise) we may use it towards settlement of any bill delivered to you or interest thereon.

4.2 Bills are payable before the expiry of 30 days from the date of invoice. If you do not pay within this time interest at the rate specified in the current Solicitors Remuneration Order on the total of the invoice and on any expenses for which reimbursement has been requested shall be payable. Further, we reserve the right to apply interest in accordance with the late payments of Commercial Debts (Interest) Act 1998 where it applies. We also reserve the right that if our account remains unpaid to cease any further work for you until payment is received.

4.3 In accordance with our complaints procedure if you are unhappy with what we have charged you you are entitled to complain about the bill; you also 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 under Part 3 of the Solicitors Act 1974.

#### **5. Interest**

On occasions we will be holding monies for you, either in connection with property transaction or as monies paid upon account regarding litigation matters. We also hold, from time to time, money on deposit for estates and trusts. Money held on deposit is placed in a separate account and attracts the rate of interest that, from time to time, applies to that account. Other monies are placed on our general client account and attracts the rate of interest relevant to that account. In certain circumstances we are required to hold monies separately in a designated deposit account and interest that accrues upon this account will be credited to the named account holders. If your money is held in our general client account, interest will be calculated in accordance with Rules 24 and 25 of the Solicitor’s Account Rule 1998 (as amended). Please note we are not required to account you where the interest due is less than £20.00.

#### **6. Storage and Production of Deeds, Wills, Powers of Attorney and other documents.**

On many occasions we are requested to store deeds and indeed are happy to do so. We do not charge for their storage no matter how long that we hold them. We do however charge a fee of £35.00 plus VAT if we have to produce these documents for removal from our storage and the charge is payable prior to their release. We would not normally charge for the removal of old files from our storage but reserve the right to do so if the paperwork is bulky and we incur fees in arranging for the despatch of papers, for example, to new solicitors. Under those circumstances we will discuss the cost of the transmission of the papers with you beforehand.

#### **7. Confidentiality, The Proceeds of Crime Act 2002 and The Money Laundering Regulations 2007 and succeeding legislation.**

7.1 In Paragraph 2.2 above we made reference to our obligations of confidentiality. However, we are under a Statutory Duty, as a consequence of the above legislation, to make reports to the Serious Organised Crime Agency or other relevant investigating bodies if we have any suspicion that moneys that we are handling upon your behalf, or may handle or deal with in acting for you are the proceeds of crime. You should be aware that the definition of crime is very wide and covers any “crime” that arises either within English Law or indeed within any foreign jurisdiction. This includes tax evasion and benefit fraud. We are expected in certain circumstances to make such reports without you being aware. This may also cause delay in a transaction which we are handling on your behalf. We cannot be responsible for any difficulty this may cause. This statutory duty overrides our obligations to you of

confidentiality. We are also now expected, in common with all financial institutions, to verify identity of new clients. If you are unable to produce such identity we reserve the right to decline to act for you.

7.2 As a consequence of this legislation we will not accept payments of cash in excess of £500.00 and reserve the right to make further enquiries if necessary in respect of smaller amounts.

7.3 Also as a consequence of this legislation we are expected to take evidence of identity. Please be aware that if so required by investigating bodies in relation to Money Laundering and the Proceeds of Crime Act we may be asked to produce that information to them, which is a statutory duty, and by you instructing us you give your consent to such details being given if so requested. We also utilise an electronic identification service for which we do not charge a fee. You consent to that information being obtained when you instruct us.

#### 8. **E-Mail Communications.**

For the purpose of calculating our fees, where applicable, e-mails will be charged in units of 6 minutes, as with any other communications we may have with you. We are happy to communicate with you by way of e-mail, but the internet is not a secure method of communication and privacy cannot be guaranteed. Neither can we bear responsibility for any difficulties that may occur with the transmission of the e-mail. If you believe that security and/or reliability is crucial we would prefer, at your request, not to communicate by way of e-mail. If we receive e-mail communications from you we will presume that you consent to communication by e-mail and we will communicate with you accordingly not withstanding the points we have raised above.

#### 9. **Electronic Transmission of Money (otherwise known as Telegraphic Transfer)**

Where you wish us to do so or where it is necessary or appropriate to do so we may transmit money we receive or hold for you, to you or to a third party by telegraphic transfer (i.e. electronically) direct from our Bank to your Bank or the Bank of the third party. Normally, if we are able to give our Bank the information in sufficient time i.e. generally before 1.00 p.m. on the day in question the money leaves our Bank and is credited to the recipient Bank (and cleared for interest purposes) on the same day. However, this depends on the banking system over which we have no direct control. Very occasionally the money sent out by our bank is not credited to the recipient bank until the next working day. We do not accept responsibility for delays that may be caused by the banking system, and neither do we bear responsibility where, for example monies that we require to be received by us in a related transaction, before we can despatch money ourselves, arrives late. We charge £35 plus VAT for sending money electronically by this method.

#### 10. **Our Banking Facilities.**

In accordance with the Solicitors Account Rules and our professional obligations we hold your monies on a client account. Where we hold monies in excess of £1,000.00 for any period of time over 7 days we are expected to move those monies to a separate client deposit account where there is a separate "ledger" opened for each client for whom we deposit monies. In light of the present National and International financial situation we must draw to your attention that we are not financial advisers and have been advised by the Law Society that we do not bear any liability to you in the event that our Client Account Bank should fail. We understand it to be the case, under present National Regulations that each deposit of up to £85,000.00 per financial institution should be protected by the Bank's Guarantee Scheme but that is a matter of Government Legislation and may change. You are aware of the monies that we hold upon your behalf and if you believe there may be a difficulty arising in relation to any sums held over the Governments Bank Guarantees Scheme level (whatever that may be) it is your responsibility to take steps in order to minimise that risk and it is also your responsibility to seek financial advice as to where any monies should be invested.

You should be aware of the following points:-

- i) Our general client account is held with HSBC; our designated deposit accounts are with Lloyds and with Halifax.
- ii) That the £85,000.00 Financial Compensation Services Scheme Limit applies to the individual client and so therefore if you hold other personal monies in the same Bank as either of our accounts the limit remains at £85,000.00 in total.
- iii) Be aware that some deposit institutions have several brands i.e. where the same institution is trading under different names. You should check either with your Bank, the Financial Services Authority or a Financial Adviser for more information.
- iv) Acceptance of our terms of trading also is acceptable of your consent for us to disclose your details to the Financial Services Compensation Scheme in the event of a Bank failure.

## **11. Regulation of Investment Business and Insurance Mediation Activities.**

- 11.1 Sometimes conveyancing, family, probate or company work involves investment. 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 in relation to investment, providing they are closely linked to the legal services we are providing to you as we are regulated by the Solicitors Regulation Authorities.

The Law Society is designated professional body for the purposes of the Financial Services and Markets Act 2000. The responsibility for regulation and complaints handling has been separated from the Law Society's Representatives functions. The Solicitors Regulation Authorities, is the Independent Regulatory Body of the Law Society, and the Legal Ombudsman, is the independent complaints handling body of the Law Society.

- 11.2 We are not authorised by the Financial Services Authority however we are included on the Register maintained by the Financial Services Authority so we can carry on insurance mediation activity, which is, broadly, the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The Register can be accessed by the Financial Services Authority Website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register).

## **12. Complaints**

- 12.1 Our aim is to provide an excellent service to all clients. If, however, you think you have a problem, we want to hear about it so that we can deal with it for you. 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 resolve the problems between ourselves. If you bring a complaint to our attention then we will make a copy of our Complaints Procedure available to you and trust we can resolve the problem. If for any reason we are unable to resolve the problem between us then the Legal Ombudsman provides complaint and redress mechanisms. The Legal Ombudsman can be contacted on 0300 555 0333, PO Box 6806 Wolverhampton WV1 9WJ, or email to [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk).
- 12.2 In the first instance discuss your concern with the person dealing with your case. Our experience shows that an open discussion often reveals misunderstandings which can be resolved.
- 12.3 If you are still concerned please speak to the partner nominated to deal with complaints namely Mr A M Groat. He is the nominated partner in accordance with our professional obligations and is responsible for liaising with the Legal Ombudsman.

APPENDIX

Present normal hourly charging rates (subject to periodic review - in which case you will be notified in advance) exclusive of VAT and disbursements are shown below.

<b>Principal</b>	<b>Solicitor</b>	<b>STEP Member/Filex</b>
Mr A M Groat	Mr E S Roos (Conveyancing Manager) Miss C C Lumley Mr I L Morgan	Mrs P Dorrington

(Charging rate - per hour)

£250.00	£250.00	£225.00
---------	---------	---------

- Note 1      Pro Rata for less than one hour in units of 6 minutes each
- Note 2      Short telephone conversations, short letters and E-mails will be charged as one unit each
- Note 3      These rates are exclusive of Value Added Tax and or Disbursements incurred which are payable to us in addition.

We hope that the information given will be of some help to you, and that our association with you will be a long and happy one and that your case will be successful.

In order for us to proceed, please complete the tear off slip overleaf and return it to us.

.....

**I/We acknowledge safe receipt of your Terms of Business and wish you to proceed.**

**Signed..... Date.....**

Name (Block Capitals).....

If we do not receive this tear off slip back we will assume you wish us to continue to act for you unless you advise us to the contrary. Your continuing instructions act as deemed acceptance of these terms and conditions.