

## TERMS AND CONDITIONS OF BUSINESS

### 1. General

- 1.1 These are the general terms of business (“Terms of Business”) applicable to the work we will undertake and sets out the scope and terms on which the services will be provided by us. These Terms of Business together with our client care letter / engagement letter set out the terms of the contract between us.
- 1.2 You are deemed to have agreed to the terms of business if you continue to instruct us to represent and/or advise you in respect of the work detailed in the engagement letter.
- 1.3 If any term, or part of such term, is or becomes illegal, invalid or unenforceable in any respect, the remainder of these Terms of Business will remain valid and enforceable.

### 2. Hours of Business

- 2.1 Our usual hours of business are between 9.00am and 5.00pm. However, where necessary we may provide you with an out of hours contact telephone number.

### 3. Scope of Work

- 3.1 The client care/engagement letter sets out details of your instructions and for this matter the Firm will be responsible for undertaking the work referred to in that letter. We are not therefore responsible or liable for any other work or any other matter outside the scope of work detailed in the engagement letter.
- 3.2 Where we agree to provide additional advice and/or representation, we reserve the right to charge fees at our normal rate, in addition to any other fees (whether estimated, fixed, capped or otherwise) previously agreed upon, in respect of this additional advice and/or representation.

### 4. People Responsible for Your Work

- 4.1 The person responsible for dealing with your work will be Jonathan Frederick, who is the Principal of the Practice. We will tell you of any change and why it may be necessary.

### 5. You and your instructions

- 5.1 If your instructions and/or objectives change over time and become substantially inconsistent with your original instructions and/or objectives detailed in our engagement letter, we will issue a new engagement letter covering any such additional work, for which additional fees may be charged.

### 6. Charges and expenses

- 6.1 Unless we have agreed to represent you pursuant to a Contingency Fee Agreement (also known as a no-win-no-fee agreement), our charges will be calculated mainly by reference to the time actually spent by Jonathan Frederick and other staff in respect of any work which they do on your behalf. This will include meetings, reading and working on papers, correspondence, including e-mails, preparation of any detailed costs calculations, and time spent travelling away from the office when this is necessary.
- 6.2 In addition to the time spent, we may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken, any particularly specialist expertise which the case may demand. Where a charge reflecting any value element is to be added we will explain this to you.
- 6.3 The hourly rates applicable depend upon the seniority of staff undertaking the work. Save where the letter of engagement specifies otherwise. The rates per hour charged to you are as follows:

Principal Solicitor	£230 per hour
Senior Solicitor	£217 per hour
Solicitor / Legal Executive	£180 per hour
Trainee Solicitor / Paralegal	£118 per hour

- 6.4 Routine letters and telephone calls are charged at 1/10<sup>th</sup> of the hourly rate. We will add VAT to these at the rate that applies when the work is done. At present, VAT is 20%. Jonathan Frederick’s current hourly rate is £230 per hour.

- 6.5 These hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. We will inform you of any variation in the rate before it takes effect.

### 7. Payment on account

- 7.1 If we have not agreed to act for you on a Contingency or a Conditional Fee basis, we will ask you to pay sums of money from time to time on account of the charges, expenses and disbursements which are expected in the following weeks or months. We find that this helps clients in budgeting for costs as well as keeping them informed of the legal expenses which are being incurred.
- 7.2 Payment is due to us within 7 days of our sending you a bill. Where we hold money on your behalf you hereby authorise us to apply this money against any unpaid invoices whether it relates to a current matter or any other money due to us by you. If any invoice is not paid in full by the due date, we reserve the right to (a) suspend work on all instructions which you or anyone associated with you have given to us until the overdue payment is received or, (b) to cease to act for you.

### 8. Other Parties’ Charges and Expenses

- 8.1 We will occasionally have to pay out various other expenses to third parties on behalf of our clients ranging from court fees, experts’ fees, and barristers’ fees and so on. We have no obligation to make such payments unless you have provided us with the funds for that purpose. VAT is payable on certain expenses. We refer to such payments generally as “Disbursements”. You will be directly responsible for payment of these fees and expenses. You are responsible for paying our charges and expenses of seeking to recover any costs that the court orders the other party to pay to you.
- 8.2 Where possible all known disbursements and any payment required on account will be detailed in the client care/engagement letter. Your initial instructions to us constitutes your authority for us to incur all reasonable disbursements and expenses (such as court fees, expert fees, Barristers fees and courier fees) necessary for us to provide the advice or representation to you.

### 9. Expenses

- 9.1 Expenses (including photocopying, travel, subsistence and goods and services purchased in carry out your instructions) will be added to your invoice or invoiced separately. All expenses incurred on your behalf are payable by you. You will be notified in advance of any foreseeable expenses that may be incurred if, in our opinion, they are likely to be substantial.

### 10. Payment arrangements

- 10.1 We will invoice you for work carried out in periods of one month or less. Each invoice will state the period that it covers and will be a final invoice in respect of our fees for the period specified, unless there are unrecorded fees which have yet to be recorded due to illness, travel commitments or similar unexpected or unavoidable delays.

### 11. Third Party funding

- 11.1 Where your costs are to be paid by a third party, we shall obtain payment of our costs, expenses and disbursements from them. However, where such payment is not forthcoming you will remain responsible for payment.

### 12. Paying our fees, expenses and disbursements

- 12.1 Accounts must be settled within 7 days. Interest may be charged on invoices that are not paid within that time in accordance with the Late Payment of Commercial Debts Regulations 2013 and shall commence 14 days after delivery by us of the invoice. We do not accept payments of cash in excess of £500.
- 12.2 If any element of a bill is queried, that part of the bill which is not subject to the query is to be paid within 7 days. If you have any queries on any bill, please raise them with the Jonathan Frederick as soon as possible.

### 13. Interest Payment

- 13.1 Any money received on your behalf will be held in our Client Account. Due to the short periods of time that we hold your money, you agree that interest will not be earned or paid to you.

### 14. Non-Contentious business agreement

- 14.1 Unless we are permitted to revise our rates in accordance with these Terms of Business, by signing and returning to us a copy of the letter of engagement, constitute a non-

contentious business agreement under Section 57 of the Solicitors Act 1974. This means that you agree to our remuneration terms (as set out in these Terms of Business and our engagement letter(s)) and this agreement can be enforced in a like manner and grounds as an agreement not relating to the remuneration of a solicitor. This does not, however, affect your rights to have our fees and expenses reviewed by the Court.

#### **15. Our Right to Terminate**

15.1 You may decide to cease acting for any reason and at any time and, without liability for our continuing obligations to you. Where we decide to terminate the agreement, we shall normally give you notice of our intention to do so, although in some circumstances we may be required to stop acting for you without warning or explanation. Termination will not affect any legal rights or obligations which have already accrued or been incurred by us.

#### **16. Your Right to Terminate**

16.1 You have the right to terminate your instructions for any reason by writing to us at any time and for any reason, but we shall be entitled to retain all of your papers and documents whilst there is still money owing to us, whether our profit costs, disbursements and VAT.

16.2 If you are a non-business client and we have not met with you in person (for example by telephone or email), the Consumer Protection (Distance Selling) Regulations 2000 allows you the right to withdraw from our agreement without charge within seven working days from the date of the agreement between us is concluded (which will normally be the day after you receive these Terms of Business from us). However, where we have already begun work with your consent, you will not have the right to change your mind. Your acceptance of these terms will amount to such consent. The Regulations require us to inform you that the work involved is likely to take more than 30 days.

16.3 If you or we decide that we shall no longer act for you, you agree to pay our outstanding fees, expenses and disbursements, including those not yet billed but incurred up to the point at which you or we terminate your instructions. Where we have acted under a conditional fee or fixed fee, we shall charge our costs on an hourly basis plus expenses calculated in accordance with the above paragraphs.

#### **17. Confidentiality and disclosure of information**

17.1 You agree that we may disclose confidential information to the extent that: -

17.1.1 such disclosure is required or permitted by law; or

17.1.2 such disclosure is authorised by you; or

17.1.3 such disclosure is permitted by the professional rules applicable to solicitors practicing in England and Wales; or

17.1.4 Our insurers, other advisers, regulators or law enforcement require us to provide details of any retainer or retainers on which we are acting or have acted for you.

17.2 In addition to paragraph 19.3, where your case is being funded by a third party or insurer ("Third Party") we will be required to provide them with regular updates on the claim. If you do **NOT** want us to discuss your case, or any aspect of it, with the Third Party, please notify the case handler immediately upon receipt of this correspondence. However, please note if you refuse to allow us to report to them as required the Third Party may refuse to fund all or part of your legal costs.

#### **18. Identity Checks**

18.1 The law requires solicitors to obtain satisfactory evidence of the identity of their clients and sometimes people related to them. To comply with the law, we need to get evidence of your identity before we are able to commence work on your behalf. Our practise is to check (a) your passport or your driving license (provided it includes your photograph) and (b) a recent utility bill which is in your name. Where we act on behalf of a company, in addition to the above forms of identity for any two directors, we will also require a copy of the company's Certificate of Incorporation. We use Credit Safe to undertake ID checks.

#### **19. Data Protection**

19.1 We will collect other personal information from you in the course of and for the purposes of providing legal services to you and for related purposes such as updating and enhancing client's records, analysis to help us manage our practise, statutory returns and legal and regulatory compliance. Information we collect from you may include sensitive personal information about your race or ethnic origin, political opinions, religious beliefs, trade union membership, health, or proceedings. We may search the files of credit reference agencies to check your identity and prevent fraud (these checks are not credit checks). In some cases, we may obtain a credit check to help us make credit decisions. We may monitor or record communications to make sure we follow your instructions correctly and to supervise and train our staff.

19.2 We may disclose your information to third parties (such as barristers, expert witnesses, accountants and other professional advisors of government agencies) to enable us to handle your affairs. We may also permit third parties (such as our auditors, the Solicitors' Regulation Authority to the extent necessary to have access to your information for administrative or regulatory purposes. We will not otherwise disclose your information to any third party unless permitted or required to do so by law.

19.3 You have the right to request a copy of your information (for which we may charge a small fee) and to correct any inaccuracies in the information we hold about you. If you wish to exercise these rights or have any questions regarding our use of your personal information, please contact us at [mail@fredericksolicitors.co.uk](mailto:mail@fredericksolicitors.co.uk) or at our office. For further information regarding Data Protection is available from [www.ico.gov.uk](http://www.ico.gov.uk).

#### **20. Electronic storage and transfer of information**

20.1 We will store any information you give us or that we obtain in the conduct of your work electronically. We may also make that information available to you (and others, where appropriate) through electronic means. We will use reasonable endeavours to keep that information secure and take appropriate technical and organisational measures against the unauthorised or unlawful processing and/or accidental loss, destruction or damage of any personal data within that information. However, it is impossible to guarantee that your information will be free from every possible insecurity. You acknowledge and accept that risk in instructing us.

20.2 Unless instructed otherwise in writing we shall assume that we may communicate with you by email and that any email address provided by you to us is private and will be accessible only by you. Documents sent to you by email will not be encrypted. If you have a requirement for a greater level of security in electronic communications please notify us of this and we will endeavour to agree with you and implement a mutually acceptable email protocol, incorporating encryption standards. We use an industry standard firewall containing virus protection but cannot guarantee that all communications will be secure or free from infection and we shall not be liable for any losses you suffer as a result of any virus received from us. Such protection is periodically updated.

#### **21. File Storage and destruction**

21.1 This practise operates a paperless office and therefore we will not hold any original documents, and any that are received will normally be scanned and returned to you. For any documents that we do hold we will be entitled to these after six years from the date of the final invoice for this matter.

#### **22. Limit on liability for work undertaken**

22.1 You agree that the maximum aggregate liability of principle, employees, agents and contractors for all claims, losses, damages, costs or interest howsoever arising made or suffered by you (whether in tort, contract, statute or otherwise) arising out of or otherwise connected with the provision or non-provision of the works referred to in this Retainer and/or any other document which may identify the work to be provided by us shall be limited to and not exceed £3,000,000.

22.2 We shall not be liable to you if we are unable to perform our services due to any cause beyond our reasonable control and/or as a result of your failure to comply with your duties under this Retainer. We shall not be responsible or liable to any person(s) except yourself.

22.3 Our liability to you will also be limited to such sum as would be just and equitable to pay having regard to our responsibility for the total loss or damage suffered (including interest and costs). For the avoidance of doubt in assessing the contribution to the total loss or damage in question of any other person, it is agreed that no account shall be taken of any limit imposed on the amount of liability of such person by such agreement made before the loss or damage in question occurred.

22.4 We will not in any circumstances have any liability for any loss of profit or earnings, loss of contracts, loss of chance, loss of business opportunities, loss of goodwill, business interruptions, loss of expected savings, increase in debt or inability to reduce debt, reduction in the value of an asset or assets, loss of or damage to data, third party claims, consequential, special, indirect or pure economic loss.

22.5 Nothing contained in this Retainer will limit any liability that we may have to you in respect of any loss caused by any death or personal injury resulting from our negligence.

#### **23. Equality and Diversity**

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

#### **24. Contracts (Rights of Third Parties) Act 1999**

24.1 A person who is not a party to this Retainer shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Retainer. No one other than a party to this Retainer shall have any right to enforce any of its terms.

#### **25. Entire Agreement**

25.1 The Terms of Business and engagement letter constitutes the entire agreement between you and us and supersedes/extinguishes previous agreements.