

# PLEASE CONTACT US IF YOU REQUIRE THESE TERMS OF BUSINESS IN LARGER PRINT

## Painters Solicitors

## Terms of Business

### Version 6: May 2018

#### Introduction

We aim to offer our clients quality legal advice with a personal service at a fair cost. These terms of business and our accompanying client care letter set out the basis on which we will provide our professional services.

Painters is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. Please ask if you would like to see a copy of our equality and diversity policy.

We are subject to the regulation of the Solicitors Regulation Authority whose rules can be consulted at [www.sra.org.uk/rules](http://www.sra.org.uk/rules).

#### Service levels

As your matter progresses we will:

- Communicate with you in plain language;
- Advise you on the likely timescale of the matter, where it is possible to do so, and keep you informed of any changes to it;
- Do our best to reply quickly to correspondence;
- Keep you regularly informed of progress and the work that we are doing on your behalf, including any changes to the law that might have a bearing on your matter;
- Tell you about any delays and explain the reasons;
- Explain the effect of any important documents;
- Tell you about staff changes that might affect you;
- Advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter;
- Update you on the costs position at least every six months and tell you if any estimate needs to be reviewed.

You can help us by:

- Giving us clear instructions;

- Safeguarding any documents relevant to your matter, even where harmful to it;
- Letting us know if you are unsure over any aspect of your matter;
- Telling us about any important time limits that you are under, or if you are going to be away for any length of time;
- Responding promptly to any questions that arise and providing all documents required in a timely manner.

Where we are instructed by more than one person, firm or company on the same matter, we will only be able to do so on the basis that we can be fully open about the instructions to all of those instructing us. We will be unable to act where one client to a matter requests that we keep certain information from another client involved in the same matter. Where we act for two or more clients on the same matter it is on the understanding that we are authorised to act on instructions from any one or more of them.

#### Office hours

Our offices are open from 9.00 to 5.00 Monday to Friday, excluding bank and public holidays.

#### Methods of communication

We will aim to communicate with you by such methods as you may request. Unless you withdraw consent, we will communicate with you and with others when appropriate by post, email or fax but we cannot be responsible for the security of correspondence and documents sent by post, email or fax.

#### Charges and expenses

Our charges are based on the hourly rates set out in our client care letter, including secretarial time. We will review our charging rates from time to time (usually the 1st April every year) and any changes will be notified to you in advance of their taking effect.

The basis of charging depends on the nature of the case or transaction. Time spent on your matter will include meetings with you and others, any travelling, considering, preparing and working on papers, correspondence and making and receiving telephone calls. Routine letters and telephone calls will be charged as units of 1/10th of an hour. Other letters and calls will be charged on a time basis. Please note that emails received and sent are charged in the same way as letters, and routine emails are charged at 1/10th of an hour and longer emails or more complex emails will be charged on a time basis.

In addition to the time spent, we may take into account a number of factors, including the complexity of the

issues, the speed at which action must be taken, the expertise or specialist knowledge which the matter requires and, if appropriate, the value of the property or subject matter involved. Our charges may be higher if, for example, the matter becomes more complex than expected, and we will notify you of this.

VAT is payable in addition at the applicable rate (currently 20%). We are registered for VAT under GB 274713841.

In addition we will charge you for any expenses, together with any VAT, we incur on your behalf ('disbursements') such as travel, Counsel's fees, and agents' charges. We will usually ask you to pay for any disbursements to be incurred in advance in cleared funds.

We confirm that we have discussed with you how you will pay our costs, including whether you are eligible and should apply for public funding and whether any other form of funding may be available to you, including pre-purchased insurance, a conditional fee agreement or assistance from someone else, such as an employer or trade union. Unless otherwise stated in our client care letter, these terms of business are offered on the basis that no such funding is available or you have chosen not to take it up.

In the event of our retainer being for more than one individual or company, the liability for our costs will be joint and several.

### **Money on account**

We may require you to pay us a reasonable sum on account of costs. This will be held in client account. Our policy is to retain minor amounts of interest earned from holding client monies in this way up to £20. We will account to you for all sums earned in excess of this figure.

We may use your moneys held on account of costs to pay disbursements incurred on your behalf even though not yet invoiced to you.

### **Cash**

Our firm's policy is to accept no more than £500 cash in total in any one transaction. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds.

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

### **Invoicing and payment**

**Property transactions:** We will normally send you our bill following exchange of contracts and payment is required on a purchase prior to completion, and on a sale at completion. If sufficient funds are available on completion, and we have sent you a bill, we will deduct our charges and expenses from the funds.

**Administration of estates:** We will normally submit an interim bill at regular stages usually bimonthly but at least quarterly during the administration, although we may at our discretion vary or discontinue this practice. The final account will be prepared when the estate accounts are ready for approval.

In other matters, it is our normal practice to ask clients to pay interim bills at monthly or other agreed intervals, usually bimonthly although we may at our discretion vary or discontinue this practice. We will submit a final bill on completion of the matter.

Payment is expected within 30 days of the tax point/date shown on the invoice unless alternative terms have previously been agreed with us in writing. On any invoice remaining unpaid after 30 days from the date of the tax point/date shown, interest will be charged at a daily rate equivalent to that payable on judgment debts in the High Court at the tax point/date shown, unless alternative terms have previously been agreed with us in writing.

### **Costs**

In some cases and transactions you may be entitled to payment of costs by some other person, for example if you win your court case and a costs order is made against your opponent. It is important that you understand that in such circumstances, the other person may not be required to pay all the charges and expenses which you incur with us. You have to pay our charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them. If the other party is in receipt of legal aid it is unlikely that any costs will be recovered. The other person will not be liable to pay the VAT element of your costs if you are able to recover the VAT yourself.

If you are successful and a court orders another party to pay some or all of your charges and expenses, interest can be claimed on them from the other party from the date of the court order.

If you are unsuccessful in a court case you may be ordered to pay the other party's legal charges and expenses. That money would be payable in addition to our charges and expenses. You may have an insurance policy in place that covers such costs; if not, it may be possible to make arrangements for 'After-the-Event' insurance to cover liability for such legal expenses. This is insurance put in place after the event that causes

the claim. We will investigate the possibility of obtaining such insurance for you.

### **Termination of retainer**

You may end your instructions to us in writing at any time. We may decide to stop acting for you only with good reason, eg if you do not pay an interim bill, fail to give us instructions or there is a conflict of interests. We must give you reasonable notice if we decide to stop acting for you. If you or we decide that we should stop acting for you, you will pay our charges and expenses up until that point. Our charges are calculated on an hourly basis or by proportion of the agreed fee.

### **Papers and deeds**

When we finish working for you, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses. We will keep our file of your papers for up to six years, except those papers that you ask to be returned to you. We keep files on the understanding that we can destroy them six years after the date of the final bill. We will not destroy documents you ask us to deposit in safe custody.

If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However, we may charge you for both:

- time spent producing stored papers that are requested and
- reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

### **Anti money laundering**

The law requires solicitors to obtain satisfactory evidence of the identity of their clients and sometimes people related to them (beneficial owners) and to verify that information. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money. To comply with the law, we need to obtain evidence of your identity as soon as possible. Our usual practice is to ask you to bring your current passport or photo driving license into the office along with a bank statement or utility bill (other than a mobile phone statement) which is less than three months old and which shows your name and address. We might also require an electronic database search. The fee for these searches is £25 and will appear on your bill under expenses. This figure includes an allowance for our administration in conducting such searches.

We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be

required by statute to make a disclosure to the Serious Organised Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

### **Data protection**

#### **How we use your information**

We will collect information about you and keep this on our computers, in our email, in cloud storage and on paper for a certain period of time. The main reasons for this are to:

- deliver the legal services we have agreed in contract to provide to you. For example, we may use your information to write letters on your behalf or prepare legal documents to help you with your matter;
- comply with the law. For example, as solicitors we have to perform ‘conflicts of interest’ checks for new cases against a list of current and former clients. We also have a legal duty to report suspicious activity to the National Crime Agency (‘NCA’) if we suspect money laundering.

In some cases we may hold more ‘sensitive’ information about you such as about health. **By agreeing to work with us for your legal matter you are agreeing to us using your information in this way.** You can withdraw consent to your information being used in a particular way but this may limit what we can do for you if anything.

As a client we may also in the future send you a newsletter or similar and find that most clients find this helpful. We rely upon the ‘legitimate interest’ we have in maintaining contact with former clients to do this in data protection law and your agreement for the purposes of the Privacy & Electronic Communications Regulations (which can be implied under these Regulations). However, we will never share your information with third parties to market to you and will not contact you about non-legal services. We will make it quick and easy to ‘opt out’ of future communications in every communication sent. If you already know that you don’t want to receive these messages then you can opt out now by emailing [info@painters-solicitors.co.uk](mailto:info@painters-solicitors.co.uk)

Your information will be kept on computer servers within the European Union. If at any point in the future information is to be stored on computer servers outside of the EU we will inform you of this and of the safeguards in place to ensure its security.

We do not use your personal information to make ‘automated decisions’ which affect you.

*Will you share my information with anyone else?*

Generally speaking we will not share your information with third parties unless this is part of the work on your legal matter. For example, we may need to send certain information about you to other lawyers working on the case, to Court or to government bodies such as the Land Registry. In rare circumstances we sometimes need to make reports of suspicious activity to the NCA. We do also work with some trusted contractors or consultants who may have access to your information such as service providers or copiers. In particular we do make use of a third party company to handle our telephone enquiries and send us messages left by callers when reception become too busy to promptly take client calls. All contractors have a contract with us which requires that your information is accessed appropriately and kept confidential (among other GDPR requirements).

*How long will you keep my information?*

Generally speaking files are destroyed after 7 years. Certain original documents or files may need to be kept longer if there is a big risk of destroying something which is needed. We will also always retain a small amount of information to complete our conflicts of interest searches in the future to comply with our professional duties.

*Can I see what information you hold about me?*

We do normally have a right to payment of any outstanding costs before releasing a whole file but you do have a separate right under the GDPR to access your ‘personal data’ without charge. This may include having it in a particular electronic format (‘portable’ format). Please contact Esther Withers on [info@painters-solicitors.co.uk](mailto:info@painters-solicitors.co.uk) if you would like to request a copy of your personal data.

*What if I have other questions or concerns?*

Our general contact details are set out in our covering letter and our information officer is: Meera Khosla, email: [mk@painters-solicitors.co.uk](mailto:mk@painters-solicitors.co.uk). Contact this individual if you:

- wish to complain about how your personal data is being used;
- wish to request that our records about your personal information be corrected or deleted;

If you have a complaint about how your personal information is being used which we have not been able to address please note that you may be able to make a complaint to the Information Commissioner’s Office

(ICO) directly.

**By agreeing to these Terms and Conditions you agree to my information being used in the way described above.**

## **Financial services**

We are not authorised under the Financial Services and Markets Act 2000, nor are we regulated by the Financial Services Authority. If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised to provide the necessary advice. However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000.

The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman provides an independent complaints review process for most clients of solicitors’ firms. If you are unhappy with any investment advice you receive from us you should raise your concerns with either of these bodies.

## **Insurance mediation**

We are not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services Authority so that we may 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 via the Financial Services website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register).

If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either the Solicitors Regulation Authority or the Legal Ombudsman whose address details appear under ‘Complaints’ below.

## **Applicable law**

Any dispute or legal issue arising from our terms of business will be determined by the law of England and Wales and considered exclusively by the English and Welsh courts.

## **Professional indemnity insurance**

We maintain professional indemnity insurance in

accordance with the rules of the Solicitors Regulation Authority. Details of the insurers and the territorial coverage of the policy are available for inspection at our offices.

## Complaints

If you are unhappy about any aspect of our service, or about the bill, please let the fee earner handling your matter know. If, however, we cannot be resolved in this way please raise the matter with Mr Nicholas Hughes, a partner at the Kidderminster office with responsibility for client service issues. He will then investigate the problem as quickly as possible in accordance with our written complaints procedure, a copy of which is available on request.

If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman to consider the complaint. The Legal Ombudsman can be contacted at PO Box 6806, Wolverhampton, WV1 9WJ, by phone on 0300 555 0333 or by email to [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) (the website is at [www.ombudsman.org.uk](http://www.ombudsman.org.uk)). Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint and within six years of the act or omission about which you are complaining occurring (or if outside of this period, within three years of when you should reasonably have been aware of it).

If your complaint relates only to the amount of our costs, you may be entitled to have our charges reviewed by the court. This is called “detailed assessment”. The procedure is set out in sections 70, 71 and 72 of the Solicitors Act 1974. You should be aware that there are strict time limits applicable to this procedure and you may wish therefore to seek independent legal advice. We may also be entitled to charge interest on any outstanding sums from any invoices that are unpaid in full or part.

**Please sign and date one copy of this document and return it with your signed client care letter that accompanies this document. This will be evidence that you accept the terms set out in that letter and this document and accept the basis on which we will act for you.**

Signed .....

Date.....