

# Terms of business for family

We have prepared this document to make our terms and conditions of business as clear and understandable as possible, and to anticipate, as best we can, any queries you may have about working with us. However, we are always pleased to discuss any issues further if required. This is an important document and we suggest you keep it safe for future reference.

The following areas are covered in these terms of business:

1. Service standards
2. Responsibilities
3. Hours of business
4. Anti-money laundering obligations
5. Financial matters
6. Professional indemnity insurance
7. Equality and diversity
8. Data protection
9. Complaints
10. Storage of papers
11. Review of files
12. Limitation of liability
13. Applicable law
14. Ending our services
15. Acceptance of terms and conditions

## 1 Service standards

We aim to provide you with high standards of service at all times. We are also committed to the Professional Standards laid down by the Solicitors Regulation Authority.

We will:

- keep you regularly informed in writing of progress with your matter;
- communicate with you in plain language;
- explain to you in writing the legal work which is required as your matter progresses;
- keep you advised of the likely timescales for each stage of this matter and any material changes in those estimates.
- We are committed to the Professional Standards laid down by the Solicitors Regulation Authority.

## 2 Responsibilities

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

- review your matter regularly;
- advise you on the law;
- follow your instructions;
- (if applicable) update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances.

You need to:

- provide us with clear and timely instructions;
- provide us promptly with the information and documents required to complete the transaction.

### **3 Hours of business**

Our office hours are from 9am to 5pm Monday to Friday. Messages can be left on the answer phone outside these hours and it may be possible for appointments to take place at other times when this is essential.

### **4 Anti-money laundering obligations**

#### *Evidence of identity*

The law requires solicitors, banks, building societies and others to obtain satisfactory evidence of the identity of their client and, at times, people related to the client or their case. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money.

In order to comply with the law on money laundering, we need to obtain evidence of your identity as soon as practicable, and in any event before we can proceed with your matter.

Unless you are an existing client who has recently supplied information, you are requested to supply; one item from List A and one item from List B. We require the originals which will be returned to you after we have taken copies.

#### **LIST A – Proof of Identity**

1. Current fully signed Passport
2. Current full UK Driving Licence (paper) or UK Photocard Driving Licence.

#### **LIST B – Address Verification**

1. A bill for the supply of electricity, gas, water or telephone services (provided it is fewer than three (3) months old). Mobile phone bills are not acceptable.
2. Council Tax bill (provided it is fewer than three (3) months old).
3. Credit Card/Bank Statement (provided it is fewer than three (3) months old) showing current address.
4. UK Driving Licence provided not used for proof of identity.

If you are unable to provide us with the specific identification requested, please contact our office as soon as possible so that we can discuss alternative ways to verify your identity

#### *Confidentiality*

We are under a professional and legal obligation to keep details of your case confidential. This obligation, however, is subject to a statutory exception, which may require a solicitor who knows or suspects that a transaction on behalf of a client may involve money laundering or terrorist financing to make a disclosure to the Serious Organised Crime Agency. Or in the event that we consider that there is a risk that physical harm may be caused to another unless we inform the authorities.

If we are required to make a disclosure in relation to your matter, we may not be able to inform you that a disclosure has been made. We may also have to cease acting in your matter for a period of time and may not be able to tell you the reasons for it.

### **5 Financial matters**

#### *5.1 Financial arrangements*

It is our policy to only accept cash up to £350.00 from clients.

If you deposit cash directly with our bank, we may need to charge you for any additional checks that become 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.

If we are instructed jointly on a transaction and you require monies to be paid into a sole account we will need written authority from both parties.

### *5.2 Interest on money owed to you*

As part of carrying out your instructions to us we may need to hold your money in our client account. In holding client's money, we have an obligation to pay interest on that money at a fair and reasonable rate and are required to put in place an interest policy: If you require a copy of our current policy on interest please ask and we will forward it to you.

We aim to account to you for interest at a reasonable rate of interest, however, as the holding of your funds is incidental to the carrying out of your legal instructions, the rate is unlikely to be as high as the rate you may be able to obtain when depositing the money with your bank.

Any money received on your behalf will be held in our practice's client account. Money held by us (and accrued interest or fair sums in lieu of interest) may be taken by us in payment or part payment of our invoices or expenses paid on your behalf, whether overdue or related to the subject matter of the invoice or disbursement or not. This will include invoices, expenses and monies held for or on behalf of persons or entities associated with you or in which you have an interest, unless specifically excluded in writing.

Subject to certain minimum amounts and periods of time interest will be calculated and paid to you at the rate from time to time payable on our Barclays Bank Client Account.

The period for which interest will be paid will normally run from the date(s) on which funds are received by us, until the date(s) that cheque(s) are issued.

All monies held by us for you will be deposited with a bank or banks that we consider to be reputable. However, we cannot guarantee the security of money held in our client bank account(s) against the risk of losses arising from the failure or default of any bank. If any bank should fail to remit such money to you, to us or to a third party on your behalf, we will have no liability to make good any shortfall or to otherwise compensate you for any loss arising as a result, unless we acted in breach of our contractual or other duties to you when choosing our bank(s). In that case, our aggregate liability to you and any other person who suffer loss as a result of the failure of any bank to remit money held for you shall be limited to a maximum of £5 million.

### *5.3 Costs*

Our charges are based on the time spent by me and, where appropriate, my colleagues. We record the time spent on meetings and on the preparation of papers precisely and estimate the time spent on routine telephone calls and correspondence. This time is charged at an hourly rate based on the seniority and experience of the person who has undertaken the work.

You are directly responsible for our costs whether or not someone else has agreed or been ordered to pay them (as to which see the next paragraph). In continuing matters we usually deliver bills every three to six months. Sometimes it may be appropriate to bill at shorter or longer intervals, depending on how much work has been done. If you wish us to prepare a bill at any time, we shall be glad to do so. Unless we notify

you to the contrary, each bill is a final account for the period of time shown on it. In other words, it is a complete bill for that period showing all fees, disbursements and VAT.

Where some other person agrees or is ordered to pay your costs, you remain the person contractually responsible for our costs and disbursements when they become due for payment. Where another person is ordered by the court to pay, in practice you will not normally recover more than about 50% to 75% of your actual costs. This is because the tariff applied by the court is intended only to cover a contribution towards the costs. Furthermore, the person ordered to pay may be unwilling or unable to pay, in which case you may incur further costs in trying to recover the contribution. If the other party is legally aided, he or she will be ordered to pay only in exceptional circumstances.

Our accounts are to be settled on delivery and interest will be charged on accounts overdue by more than 30 days at the rate from time to time in force for judgment debts (fixed by the Lord Chancellor) – currently 8%. We also reserve the right to deduct our costs from funds received by us on your behalf.

I am sure you will understand that, in any event of your not paying any account or not meeting any reasonable request for an advance payment on account, we reserve the right to decline to act further, in which case the full amount of the work up to that date will be charged.

Complaints can be brought regarding any part of the service that we provide to you and this includes in relation to any bill that we may issue you with. If you wish to complain about a bill that you receive you should follow the complaints process as set out below.

If you are not satisfied regarding a bill that we have issued to you, you may also be able to apply to the court for an assessment of the bill.

Please also see the letter relating to our charges and expenses enclosing further cost information.

#### *5.4 Insurance advice*

We are not authorised by the Financial Services Authority. We are, however, 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 and 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 Authority website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register).

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

## **6 Professional indemnity insurance**

Under the Indemnity Insurance Rules firms are required to take out and maintain qualifying insurance. Details of Foort Tayler's insurance can be obtained from our office on request.

## **7 Equality and diversity**

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

## 8 Data protection

We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- updating and enhancing client records;
- analysis for management purposes and statutory returns; and
- legal and regulatory compliance.

Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to disclose information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you.

We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information please notify our office in writing.

## 9 Complaints

Foort Tayler is committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received please contact Sheelagh Foort on 01371 875200 or [smf@foort-tayler.co.uk](mailto:smf@foort-tayler.co.uk) or by post to our office at 75 High Street, Great Dunmow, Essex CM6 1AE. A copy of our complaints policy is available on request via Sheelagh Foort.

If, having followed our complaints procedure you remain dissatisfied with our handling of your matter, or our handling of your complaint, you may be able to refer your complaint to the Legal Ombudsman whose contact details are:

Legal Ombudsman

PO Box 6806

Wolverhampton

WV1 9WJ

Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

E-mail: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

Telephone: 0300 555 0333

## 10 Storage of papers

We will keep our file of your papers (except any of your papers which you ask to be returned to you) for no less than six years. We will keep the file on the understanding that we have the authority to destroy it six years after the date of the final bill we send to you for this matter. We will not destroy documents you ask us to deposit in our deeds safe.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval unless we incur such charge ourselves. However we may charge you for:

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

## **11 Review of files**

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

## **12 Limitation of liability**

Our liability to you for a breach of your instructions shall be limited to £5 million or such other higher amount as expressly set out in the letter accompanying these terms of business. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.

These limitations apply only to the extent that they are permitted by law. In particular they do not apply to any liability for death or personal injury caused by negligence.

## **13 Applicable law**

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

## **14 Ending our services**

You may end your instructions to us in writing at any time, but we will be entitled to keep all your papers and documents while there is still money owing to us for charges and expenses.

We may decide to stop acting for you only with good reason. For example, if you do not pay an interim bill or there is a conflict of interest. We must give you reasonable notice that we will stop acting for you.

If you or we decide that we should stop acting for you, you will be required to pay for the expenses which we have already paid and a percentage of our fees which is considered reasonable to cover the work we have already undertaken.

## **15 Acceptance of Terms and Conditions**

This document and our Retainer letter contain the entire agreement and understanding between us about the terms and conditions upon which we propose to act for you in this matter. You acknowledge that you have not relied on any assurance of whatever nature (including any innocent or negligent misrepresentation or misstatement) which is not expressly set out in this documentation. Your continuing instructions in this matter will amount to your acceptance of these terms and conditions of business. In such an event we will keep you informed of our progress.

I have read the terms and conditions contained within this letter and I agree to the same.

Yours sincerely,

**Helen Kirkham**

FOORT TAYLER SOLICITORS

Signed \_\_\_\_\_

Dated \_\_\_\_\_