

Terms and Conditions of Business – MEDIATION (AND MEDIATION LEGAL AID)

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 and Conditions of Business:

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

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.

Once we receive these Terms and Conditions of Business signed by you, we will notify you of the following details:

1. The name of the person or persons dedicated to dealing with your matter on a day-to-day basis.
2. The name of the supervising Fee Earner if applicable.

If for any necessary or unavoidable reasons we have to change the Fee Earner dealing with your matter, we will inform you of the change and why it has happened.

We would ask you if you do not understand anything to please always ask. We want you to be happy with our service and to make it as 'pain free' as possible. We are here to help you.

2. Business Structure

Foort Tayler is a Limited Company regulated by the Solicitors Regulatory Authority under SRA number 9447416. The registered address of Foort Tayler Ltd is 42 High Street, Great Dunmow, Essex, CM6 1AH. Foort Tayler is a trading name of Foort Tayler Ltd.

There are two Directors of Foort Tayler Ltd: Keeley Hanmer and Helen Kirkham.

3. 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.

4. 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 appointments may be able to take place at other times when this is essential.

5. Anti-money laundering obligations

5.1 Identification and Verification

Solicitors who deal with money and property on behalf of their client can be targeted by criminals attempting to launder money.

As a result, we are obliged by law to obtain satisfactory evidence of the identity of all clients and verify this, and the transaction itself, as legitimate and correct. At times, we will also need to verify the identity of people related to the client or their case. This all forms part of what is known as "Client Due Diligence".

We must obtain evidence of your identity before we can proceed with your matter.

At Foort Tayler we use an electronic ID facility, our chosen provider is Thirdfort. This facility enables us to verify the identity of our clients, by means of a secure and protected mobile phone App. Further information will be provided at the point the search invite is sent to you.

This does involve a credit data check, but this is not a credit check that will impact your credit score. Records are retained and disposed of in accordance with data protection requirements, the policy for which is available upon request.

Unless we hear from you otherwise, we will assume that by signing and returning the "Clients Initial Instruction Form" you are giving us consent to initiate the electronic identity check.

Whilst we very much encourage all clients to use this method where possible, alternative means of ID verification can be carried out instead, at your fee earner's discretion.

In such an instance, you will be requested to supply; one item from List A and one item from List B. We need to see 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.

LIST B – Address Verification

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

5.2 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.

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.

6. Financial matters

6.1 Financial arrangements

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

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 funds are due to us from a client, for anti-money laundering purposes we only accept funds transfers in to our Client Account from our clients themselves. No funds will be accepted from another source on your behalf.

In exceptional circumstances and by prior agreement we may consider expressly approving this but will need to carry out all due diligence we feel is required, before approving, in order to safeguard ourselves. Regardless, we reserve the right to unquestioningly reject such a request at our own discretion.

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

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.

6.2 Holding Client Monies, and Interest Payable on Client Monies Held

As part of carrying out your instructions to us we may need to hold your money. 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 bills or expenses paid on your behalf, whether overdue or related to the subject matter of the bill or disbursement or not. This will include bills, 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.

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 (please see section 7 – Limitation of Liability).

In holding clients' money, we have an obligation to pay interest on that money at a fair and reasonable rate, if the amount held is of a significant value and/or held for a significant period of time. We aim to account to you for interest at a reasonable rate, however, as the holding of your funds is incidental to carrying out 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.

Subject to certain minimum amounts and periods of time, interest will be calculated at the rate from time to time payable on our Barclays Bank Client Account. The period for which interest will be calculated and paid will normally run from the date(s) on which cleared funds are received by us, until the date(s) that payment(s) from client account are made.

Full details can be found in our interest policy, which we can provide upon request.

6.3 Costs

Our charges are based on the time spent by me and, where appropriate, my colleagues. We charge a fixed fee for mediation sessions and I have provided full costs advice during the initial assessment meeting.

For Mediation Information and Assessment Meeting (MIAMs) we charge a fee of £100 +VAT* per person, unless either party is eligible for Legal Aid. For each subsequent mediation session, usually lasting 1 ½ hours, we charge £180 +VAT* (£216) per person, unless either party is entitled to Legal Aid. On average you are likely to require 5 sessions of mediation which would incur costs of £1,080 inclusive of VAT each for these sessions. We cannot guarantee resolution within 5 sessions and therefore the mediation process may cost more than this. We can either take £1,080 on account at commencement of mediation, or alternatively you can pay on a session-by-session basis, although we do need to have cleared funds on account to cover the cost of the session prior to each session commencing.

We also make a charge for the preparation of documents unless either party is eligible for Legal Aid. We charge for the preparation of documents as follows:

• Preparation of Financial Schedule	£180 +VAT*
• Preparation of Memorandum of Understanding	£180 +VAT*
• Preparation of Interim Schedule or Memorandum	£180 +VAT* or by agreement
• Perusing documents (outside of sessions)	£180 +VAT*
• Photocopying charges	25p per sheet

***VAT is currently chargeable at 20%**

You are each directly responsible for our costs. If you want to discuss the costs estimate as set out above further with us please contact Helen Kirkham or Sarah Horseman.

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.

LEGAL AID

If one party is eligible for Legal Aid then this should result in both parties being entitled to a free Mediation Information and Assessment Meeting and also the first mediation session for free. Following the first mediation session, the eligible party will be entitled to ongoing free mediation sessions but the non-eligible party will then have to pay for the sessions at the standard rate as set out above.

All mediation files that are opened under our contract with the Legal Aid Agency are then held on behalf of the Legal Aid agency who reserves the right to audit or otherwise examine those files for the purposes of quality control and the ongoing provision of a Legal Aid contract. By signing these Terms and Conditions of Business you are providing your consent to the Legal Aid Agency being entitled to view our file including your personal data and the documents that you share with us. Your general rights with regard to confidentiality remain as provided for in Terms and Conditions of Business other than in relation to the sharing of information with the Legal Aid Agency.

6.4 Insurance advice

We are not authorised by the Financial Conduct Authority. We are, however, included on the register maintained by the Financial Conduct Authority so that we may carry out 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 Conduct Authority website at www.fca.org.uk.

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.

7. Limitation of liability

Our liability to you for a breach of your instructions shall be limited to £5 million. In any situation whereby a higher amount needs to be agreed for a specific transaction, this will be expressly set out in the letter accompanying these Terms and Conditions 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.

8. 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 upon request.

9. Equality and diversity

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees.

Full details can be found in our equality and diversity policy, which we can provide upon request.

10. 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;
- legal and regulatory compliance.

Our use of that information is subject to your instructions, the General Data Protection Regulation 2016 (GDPR) 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 are obliged by our Regulator to retain your physical file for a minimum of six years after your transaction has completed. Our case management packages retain information electronically indefinitely but we will not share this information with anyone other than yourself or if obliged to do so by law. If you require your electronic information to be permanently deleted after 6 years' we will require you to provide us with written confirmation at that time.

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.

Full details can be found in our privacy policy, which we can provide upon request.

11. 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. 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.

12. 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.

13. 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.

14. Complaints

Foort Tayler is committed to high quality legal advice and client care. However, if you are unhappy about any aspect of the service you have received, please initially take up your concerns with the fee earner dealing with your file. If following this your query remains unresolved, or you prefer not to address the issue with the fee earner, please contact our Client Care Manager Virginia Bevan on 01371 875200 or vb@foort-tayler.co.uk or by post to our office at 42 High Street, Great Dunmow, Essex CM6 1AH.

If your concern relates to Virginia Bevan, the matter should be referred to a Director.

Full details can be found in our complaints policy, which we can provide upon request.

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
E-mail: enquiries@legalombudsman.org.uk
Telephone: 0300 555 0333

15. Applicable law

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

16. Acceptance of Terms and Conditions of Business

This document and our Retainer letter contain the entire agreement and understanding between us about the Terms and Conditions of Business 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. You signing below, and your continuing instructions in this matter, will amount to your acceptance of these Terms and Conditions of Business.



ACCEPTANCE OF TERMS OF BUSINESS

I have read the Terms and Conditions of Business contained within this letter and I agree to the same.

Signed _____

Name _____

Dated _____

(2nd signatory, where applicable)

I have read the Terms and Conditions of Business contained within this letter and I agree to the same.

Signed _____

Name _____

Dated _____