

Terms & Conditions of Business

This sets out the basis on which we will provide our professional services to you. In order to act for you we must receive a signed copy of these terms from you to signify your agreement. If there is any part of this document you do not understand please do not hesitate to let us know and we will explain it to you.

1. **The Company**

The Company is Bookers & Bolton Solicitors. You are the client. We are regulated by the Solicitors Regulation Authority for England and Wales (Reg. No. 61153). Our registered office is at 6 High Street, Alton, Hampshire GU34 1BT.

2. **Hours of Business, Availability and Access**

Our offices are open between 9.00am and 5.00pm Monday to Friday. In order to aid efficiency we request that you make an appointment in advance if you need to see your lawyer face to face. Our reception is staffed during office hours if you need to drop off or collect documents or make an appointment. Every lawyer has a secretary who will also be able to deal with any queries you may have.

On occasion we close the office during these hours for training purposes. This is usually just for part of a day and will be advertised to you in advance where possible. It will not impact on any significant timings for your matter. We also close between Christmas and New Year and on Bank Holidays.

Your lawyer will provide you with their email address which you will be encouraged to use as a preferred method of communication.

If you are unable to attend our offices due to health or mobility issues then your lawyer will usually be able to meet with you at your home or a designated place. We will usually not charge you for the cost of travel if you are physically unable to come to our office and you live within a 15 mile radius of our office and a face to face meeting is essential. We are likely to charge for the cost of travel if this is just your preferred choice. Please advise us if you will need this service by indicating at the end of this document.

3. **People Responsible For Your Work**

Your matter will be dealt with by a member of the company who is qualified/experienced enough to undertake such work. You will be informed in writing of the person who is responsible for your matter and who may assist them. We will ensure that work is carried out by the most cost effective and efficient process. All work is supervised by a Solicitor and Partner of the company.

By signing this agreement you authorise us to take such action as we think necessary to obtain the required outcome for your matter. We shall not refer to you for specific instructions every time we take a step, unless there are multiple options to discuss. If there is a limit to what we are required to do, or a limit to the cost of your matter, please notify us of this in advance.

There is a Practice Manager who ensures the smooth running of the company and who is available to discuss any issues about the running of your matter you may have.

4. **Communication and Security**

We think e-mail is often the most efficient way of communicating but will communicate with you by post if you prefer. Please make your choice clear by selecting the option at the end of this document. We may need to virus check discs or e-mail or electronic documents. Unless you withdraw consent, we will communicate with others when appropriate by e-mail but we cannot be responsible for the security of correspondence and documents sent by e-mail beyond our own virus and cyber protection. Documents sent to you by e-mail will not be encrypted and it is your responsibility to ensure that you carry out virus checks before opening communications. We cannot guarantee security of emails or when they will arrive. We accept no liability for any loss or damage caused by e-mails arriving late or being misdirected. Please ensure you have our email addresses saved so that our communications do not end up in a spam filter.

5. **Charges and Expenses**

There are two main elements to the legal costs for your matter:

- i. **Our fees** which are based on the time spent by our staff on your matter and recorded as *Time Units*. Time is recorded using our electronic case management system and a print out of the work done is available upon request. This can include:
Time spent on interviews, drafting documents, reading and research, preparing and working on papers and correspondence, telephone calls, travelling or waiting while on client business.
- ii. **Disbursements** - expenses we must pay out on your behalf such as Land Registry or Court Fees.

Based on the information you provide we will assess the work before starting and ensure that the cost to you does not outweigh the benefit. We will give you a written estimate of the probable cost of your matter and also of all disbursements we can reasonably foresee at the start. We will notify you if for any reason we feel it necessary to vary that estimate and will explain why it is necessary to do so. Should the complexity of your case demand more time and expertise than originally thought you will be informed of this and higher fees may arise.

The Solicitors Regulation Authority requires us to comply with their rules on risk assessment for each client and matter and one such risk is non-payment of fees. We must be certain that

you are able to pay for our services before we proceed as it would be irresponsible to allow you to incur debts you cannot repay.

We therefore reserve the right to ask for money on account both at the start of the transaction and to fund further anticipated work on your matter and to cease working on the matter until such payment is received.

We will ask you to pay us the cost of all disbursements before we incur them. If such requests are not met with prompt payment, delay in the progress of your case may result. In the event of any bill or request for payment not being met, we must reserve the right to stop acting for you further. Please see details under Termination of Retainer, below.

Our standard hourly rates are set at:

Senior Partner	£275 - £300
Partner	£275
Solicitor/Fellow of the Chartered Institute of Legal Executives	£250 - £275
Associate Member of the Chartered Institute of Legal Executives (CILEX)	£180 - £275
Trainee or Paralegal	£150 - £200
Practice Manager (when attending to legal matters)	£200

VAT will be added to these fees at the going rate.

We reserve the right to charge the higher end of the fee scale if the work done is particularly complex or urgent, or the nature of your instructions means that we have to work outside normal office hours. If this happens, we will notify you in advance and agree an appropriate rate. We will review our hourly rates on a periodic basis. We will give you advance notice of any change to our hourly rates.

If, for any reason, your matter does not proceed to completion, we will be entitled to charge you for work done to date and any expenses incurred.

6. Time Units

This is how we measure the time spent on your matter and a more detailed explanation is contained in our *How to Get the Most Out of Your Lawyer* guide.

A *Time Unit* is a six minute segment that usually covers the time taken to deal with:

- Short letters and emails
- Short phone calls (not exceeding six minutes in duration)

All other work, for example the preparation and perusal of documents and meetings with you and with third parties, is recorded in six minute *Time Units*, rounded up and charged at the relevant hourly rate. Ten *Time Units* make up one hour to be charged.

We will add VAT to our charges at the prevailing rate, currently 20%.

7. How We Bill You

We reserve the right to bill you each month during the transaction or when work in progress exceeds an agreed amount. This amount will be agreed at the start of your transaction. This helps to spread the cost of your legal fees and also ensures you can keep a regular track of how much time has been spent on your matter.

Payment is due immediately upon receipt of your invoice.

If payment of a bill is not made, we reserve the right to exercise a lien (a legal charge) over the files that we hold, until payment is made. A solicitor's lien is the lawyer's right to retain client's documents and property pending payment of the lawyer's bill. If payment is more than 14 days late then we also reserve the right to charge interest on a daily basis at 1% per month from the date of the bill until full payment.

If someone else or an organisation is paying for your legal fees, you shall remain liable for any outstanding monies owing should the third party cease to continue to make payments.

If your circumstances change and you find that you can no longer pay your bill then please tell us immediately as we will do our best to accommodate an arrangement where possible.

8. How To Pay Your Bill

You can make payments to us by cheque, credit card, debit card or bank transfer. We will notify you of our bank details when necessary.

9. What To Do If You Want To Question A Bill

If you want to question a bill, please raise any queries with the person dealing with your case in the first instance. They can provide you with a full breakdown of the time spent and expenses incurred. If you are still not satisfied or do not wish to discuss this with your lawyer then you can contact the Practice Manager who will be happy to look in to the matter on your behalf.

10. Maximum Payments

To comply with anti-money laundering and anti-terrorism financing legislation and regulations set by the Solicitors Regulation Authority it is our policy to only accept one payment in cash up to a maximum of £500.00. If you attempt to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we are obliged to make.

11. Payment of Legal Fees & Expenses by and to Third Parties

In some cases you may be entitled to payment of costs by some other person as a result of a Court Order. 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 will have to pay our charges and expenses in the first instance and any amounts which can subsequently be recovered will be refunded to you as a contribution towards them. If the other party is in receipt of legal aid no costs are likely to be recovered.

If you are subject to a Court Order requiring you to pay the costs of the other party you will have to pay those costs in addition to our charges and expenses.

You will be responsible if we incur charges or expenses on your behalf whilst trying to recover costs from a third party that the Court has ordered be paid to you.

12. Confirming Your Identity - Anti-Money Laundering and Anti-Terrorist Financing Legislation

Under the terms of the Money Laundering Regulations 2017, solicitors are required to get satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their client can be used by criminals who want to launder money.

To comply with the law, we need to get evidence of your identity at the beginning of the transaction. You will need to provide:

- One form of photographic identification, such as your current passport or current photocard driving licence.

And

- A copy of your most recent utility bill (e.g. telephone, gas, electricity, water) or bank statement/mortgage statement. This should not be more than 3 months old and has to prove your current address. A mobile phone bill is not accepted.

You should produce the originals to us and where you cannot produce the originals certified copies may be provided. Please produce them to our receptionist who will take copies.

We also undertake electronic identity checks as part of our money laundering procedures. The cost of this is detailed in the disbursements section of your estimate.

If you cannot provide us with the specific identification requested, please contact us to discuss other ways to verify your identity.

We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the National 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 will 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.

We are obliged to report to the National Crime Agency whenever money laundering is suspected. The normal rules of Client Confidentiality will not protect our clients in these circumstances.

13. Professional Indemnity Insurance

In compliance with our professional regulatory body, the Solicitors Regulation Authority, we hold professional indemnity insurance for all work carried out on behalf of our clients.

In accordance with the disclosure requirements of The Provision of Services Regulations 2009, our professional indemnity insurer is Paragon International Insurance Brokers Limited, 140 Leadenhall Street, London, EC3V 4QT. The territorial coverage of our policy is worldwide.

14. Equality and Diversity

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

15. Data Protection

During the course of dealing with your matter, we will need to hold information about you on our files and our computerised data base. 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 to help us manage our practice;
- Statutory returns;
- Legal and regulatory compliance;

Our use of that information is subject to your instructions, the Data Protection Act 2018 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties, such as expert witnesses and other professional advisors or lenders. You have a right of access under the data protection legislation to the personal data 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 tick the relevant box at the end of this document to indicate your preference. We **do not** make your details available to any other provider of products or services.

16. Auditing and Vetting of Files by External Organisations and Confidentiality

External firms or organisations, such as the Law Society or the Solicitors Regulation Authority or a finance company that is funding your case, may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files.

17. Cloud Computing

We use cloud storage for client files. Our cloud software provider is LEAP. LEAP's cloud infrastructure is provided and maintained by industry leading cloud-platform provider Amazon Web Services. Amazon Web Services demonstrates a commitment to information security at every level of the organisation and complies with internationally recognised standards, the EU Data Protection Directive, and regulations and the Data Protection Act 2018. If you object to your files/other details being stored in this way, please let us know.

18. Financial Services

Sometimes our work involves investments. We are not authorised by the Financial Conduct Authority, and so may refer you to someone who is authorised to provide any necessary advice.

19. Limitation of Liability

Our liability to you for a breach of your instructions shall be limited to £2,000,000. 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 in law. In particular they do not apply to any liability for death or personal injury caused by negligence.

20. Storage and Retrieval of Papers and Documents on Conclusion of your Matter

After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses.

Paper files will be securely destroyed following completion of the matter; however we will store your file electronically on our case management system for not less than 6 years. After that, we have the right to delete it after such period as we consider reasonable. We will not of course destroy any documents such as wills, deeds and other securities.

If we retrieve papers or documents from storage in relation to continuing or new instructions in connection with your affairs, we will usually make a charge for the administration costs of such retrieval. We may make a charge based on time spent for producing stored papers or documents to you or another at your request. We may also charge for reading correspondence or other work necessary to comply with your instructions in regard to the retrieved papers.

21. How To End Our Contract - Termination of Retainer

You may decide you no longer want us to work for you and you can choose to terminate your instructions (retainer) to the firm at any time. Should you decide to do this, we request that you inform us in writing. Please note we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. You must also allow us a reasonable amount of time to prepare your documents for collection.

If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us clearly in writing.

We reserve the right to terminate our retainer with you in any one or more of the following circumstances:

- if any bill given to you remains unpaid after 56 days;
- if you fail to provide us with funds when requested to settle the fees of a third party;
- if you fail to provide us with ID as requested

- if you fail to provide monies on account when requested. This is especially important before a final hearing in respect of litigation matters;
- if there is a breakdown in the client/lawyer relationship;
- if acting for you would involve the firm in a breach of the law or a breach of the rules of professional conduct as set out by the Solicitors Regulation Authority;
- if you do not accept our advice or instruct us to do something we do not agree with.

We will never terminate our retainer to you without good reason and will always provide you with reasonable notice. No client retainer will be terminated without advising you in writing.

Once the decision has been made for us to stop work you will pay our charges up until that point. These will be calculated on an hourly basis plus expenses as set out in these terms and conditions (see Charges and Expenses Section Above).

Under the Consumer Contracts Regulations (2013), for some non-business instructions, the client may have the right to withdraw, without charge, within seven working days of the date on which we were asked to act. However, if we start work with the consent of the client within that period, the client loses that right to withdraw. Acceptance of these terms and conditions of business will amount to such consent.

22. Disclosure

Our advice is provided to you and may not, without prior written consent, be disclosed to any other party. You will not refer to us, or our advice, in any public document or communication without written consent.

23. 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.

24. Complaints

We are committed to providing a high-quality legal service.

We acknowledge that we may not always get it right, so if something has gone wrong, including in relation to our charges, we need you to tell us. This will help us to improve our standards of service.

How do I make a complaint?

- a. You can contact us in writing (by letter or email), by telephone or by completing the online form on our complaints page on our website.
- b. In the first instance, it may be helpful to contact the person who is working on your case to discuss your concerns and we will do our best to resolve any issues. If you do not feel able to discuss your concerns with them, please contact the person

responsible for the overall supervision of your matter, who will be named in the client care letter we sent you at the beginning of your matter.

- c. If you do not feel able to raise your concerns with either of these people, or you are unsatisfied with their response, please contact our Practice Manager who has overall responsibility for complaints and whose contact details are: Paula Langley, paula@bookersandbolton.co.uk, 01420 82881
- d. To help us to understand your complaint, and in order that we do not miss anything, please tell us:
 - i. your full name and contact details;
 - ii. what you think we have got wrong;
 - iii. how you would like your complaint to be resolved; and
 - iv. your file reference number (if you have it).
- e. If you require any help in making your complaint we will try to help you.

How will you deal with my complaint?

- f. We will write to you within 3 working days acknowledging your complaint, enclosing a copy of this policy.
- g. We will investigate your complaint. This will usually involve:
 - i. reviewing your complaint;
 - ii. reviewing your file(s) and other relevant documents; and
 - iii. liaising with the person who dealt with your matter.
- h. We may also need to ask you for further information or documents. If so, we will ask you to provide the information within a specific period of time.
- i. We will update you on the progress of your complaint at appropriate times.
- j. We may also, if appropriate, invite you to a meeting to discuss your complaint. You do not have to attend if you do not wish to or if you are unable to. We will be happy to discuss the matter with you by telephone or video conference.

- k. We will write to you at the end of our investigation to tell you what we have done and what we propose to do to resolve your complaint. Where possible, we will aim to do this within 21 days of the date of our letter of acknowledgement. If this is going to take any longer due to the complexity of the complaint or staff absence due to holiday or sickness, we will let you know.

What to do if we cannot resolve your complaint

- l. The Legal Ombudsman can help you if we are unable to resolve your complaint ourselves. They will look at your complaint independently and it will not affect how we handle your matter.

OR

- m. We have eight weeks to consider your complaint. If we have not resolved it within this time you may be able to complain to the Legal Ombudsman. This applies if you are an individual, a business with fewer than 10 employees and turnover or assets not exceeding a certain threshold, a charity or trust with a net income of less than £1m, or if you fall within certain other categories (you can find out more from the Legal Ombudsman). The Legal Ombudsman will look at your complaint independently and it will not affect how we handle your matter.
- n. Before accepting a complaint for investigation, the Legal Ombudsman will check that you have tried to resolve your complaint with us first. If you have, then you must take your complaint to the Legal Ombudsman:
 - i. within six months of receiving a final response to your complaint;

and

 - ii. no more than six years from the date of act/omission; or
 - iii. no more than three years from when you should reasonably have known there was cause for complaint.
- o. If you would like more information about the Legal Ombudsman, please contact them.

Contact details

Visit: www.legalombudsman.org.uk

Call: 0300 555 0333 between 9.00 to 17.00

Email: enquiries@legalombudsman.org.uk

Legal Ombudsman PO Box 6806, Wolverhampton, WV1 9WJ

- p. Alternative dispute resolution (ADR) bodies exist which are competent to deal with complaints about legal services should both you and our firm wish to use such a scheme, eg *ProMediate* www.promediate.co.uk or *Small Claims Mediation* www.small-claims-mediation.co.uk. We have, however, chosen not to adopt an ADR process as we believe we should be able to resolve any issues ourselves. If, therefore, you wish to complain further, you should contact the Legal Ombudsman.

What to do if you are unhappy with our behaviour

- q. The Solicitors Regulation Authority can help if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic.
- r. Visit its website to see how you can raise your concerns with the [Solicitors Regulation Authority](http://www.sra.org.uk).

The contact details for the SRA are:

Solicitors Regulation Authority

The Cube

199 Wharfedale Street

Birmingham

B1 1RN

Tel: 0370 6062555

Email: report@sra.org.uk

Website: www.sra.org.uk

What will it cost?

- s. We will not charge you for handling your complaint.

- t. Please note that if we have issued a bill for work done on the matter, and all or some of the bill is not paid, we may be entitled to charge interest on the amount outstanding. This is explained in our Terms of Business.
- u. The Legal Ombudsman service is free of charge.

25. **Terms and Conditions of Business**

Unless otherwise agreed, and subject to the application of the current hourly rates, these Terms and Conditions of Business shall apply to any future instructions given by you to this firm. Although your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions of Business, it may not be possible for us to start work on your behalf until one copy of this Statement has been returned to us to keep on your file. If there is any conflict between these Terms & Conditions of Business and our Client Care Letter to you then the Client Care Letter shall take precedence.

These Terms and Conditions of Business form the contractual basis of our professional working relationship, together with the accompanying Client Care Letter. In agreeing to these terms, either by signing the Confirmation and Agreement Form or by email agreement to it or instructing us to act for you after receipt of it, you agree to our terms of engagement.

P L/B2908.3

Your Confirmation and Agreement Form P L/B2908.3

All parties must sign below to show they have read, understood and agree to the terms of business given in this document and return it to us, with any fees, other documents and ID required, **before work can start**. You can also email consent. Please delete statements as appropriate*.

I/we confirm that I/we have read, understood and accept these Terms and Conditions of Business.	
I/we confirm that I/we have read, understood and accept the Client Care letter dated 26/05/2015	
I/we confirm we are in a position to pay any fees incurred as agreed.	
I am happy to receive documents by email <i>Please provide email address if chosen.</i> OR I only want documents by post*.	Email 1:
	Email 2:
I/we will/will not* need you to do home visits.	
I/we do/do not* agree to our details being retained on a computer database.	
SIGNED	1.
	2
DATE OF SIGNING	

Where we are acting for more than one person we have an obligation to obtain instructions from both of them at each stage of the transaction. This may be inconvenient for you and so to enable us to accept instructions from either of you on behalf of you both, please sign this authority:

You may accept instructions from either one/any of us on behalf of us both/all of us in connection with all matters relating to this	1.
--	----

transaction.	2
DATE OF SIGNING	