Terms of Business

23rd January 2020

Manners Pimblett Solicitors

Terms and Conditions of Business
Our aim is to provide our clients with high quality legal services at a reasonable cost. This letter sets out the basis on which we will act for you and we hope that you find it helpful.

1. **People Responsible for your work**

Our Letter of Engagement will advise you of the identity of the person(s) dealing with your matter, their professional status and charging rate. Robert Pimblett, Solicitor and Director, has overall responsibility for your matter. If it becomes necessary to change the person who is handling your matter, we will notify you promptly.

2. **Place and hours of business**

Our place of business is detailed on this letter with our contact details. Our normal office hours are 9:00am to 5:00pm Monday to Friday. However, there may be times that we work outside these hours and as such it may be necessary for us to contact you outside these hours.

3. **Our Responsibilities**

We will:

- Treat you fairly and with respect
- Communicate with you in plain language
- Review your matter regularly
- Advise you of any changes in the law that affect your matter
- Advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter

4. **Your Responsibilities**

You will:

- Provide us with clear, timely and accurate instructions
- Provide all documentation and information that we reasonably request in a timely manner
- Safeguard any documents that may be required for your matter, including documents that you may have to disclose to another party

5. **Charges and Expenses**

Our charges will ordinarily be calculated based on the time actually spent by the Solicitor (and, where appropriate, other staff) working on your matter. This will include meetings with you and other relevant persons, reading and working on papers, correspondence with you and other relevant persons (including email and fax), preparation of documents or detailed cost calculations, regular review of your file and travel expenses. For the avoidance of doubt charges arise for all telephone calls made or received, emails, letters and faxes made or received, attendances and the preparation and consideration of documents.

In addition, you will also be responsible for fax and photocopying charges and other disbursements, including, but not limited to, Land or Probate Registry fees, Court fees, Expert fees, Barristers fees. We may pay these on your behalf unless we have agreed otherwise. We are under no obligation to do so and, if appropriate, you may be required to provide us with funds for this purpose. VAT may be payable on some disbursements.

Where we have paid disbursements on your behalf and you have not provided funds to reimburse us, we reserve the right to charge interest at the rate of 5% per annum above the Bank of England base rate.

Some services may be charged on a fixed fee basis, or subject to a Conditional or Contingency Fee Agreement and this will be made clear in our Letter of Engagement.

The time spent is charged at hourly rates, which will vary depending on the experience/seniority of the person handling your matter. Time is recorded in units of 6 minutes. Routine letters, emails and telephone calls made and received will be charged as 1 unit. Other letters and calls will be charged on a time spent basis. Our current hourly charge out rates are subject to VAT and are as follows: –

- Partners and Solicitors with over 8 years (or equivalent) experience - £225.00
- Solicitors and Legal Executives with over 4 years experience - £185.00
- Other Solicitors, Legal Executives and other staff of equivalent experience- £160.00
- Trainee Solicitors and other staff of equivalent experience - £130.00

In addition to the time spent, we may also take into account other factors when calculating our costs, including the complexity and urgency of the work, the need to carry out work outside of our normal business hours and any specialist expertise the matter may require. In particular, the Administration of Estates and Trusts, in Property transactions, and in matters involving a substantial financial value or benefit to the client, a charge reflecting, for example, the size of the Estate, the property price or the value of the benefit to the client may added. Where such a charge is to be added this will be explained to you.

We review our hourly rates annually on the 1st January and should they alter, you will be informed in writing as soon as they have been set.

You may be asked to pay sums of money on account of the costs and disbursements anticipated at various stages throughout the matter. Such sums shall be applied as we consider appropriate in settlement of or reduction of any disbursements or any invoice rendered, including interim invoices. Please note that the overall costs may be greater than any advance payments. Any monies held by us on your behalf will be held with our bank, the Royal Bank of Scotland (RBS).

We do not accept cash payments. All other payments must be made by debit card, credit card, cheque, electronic transfer or banker’s draft. In respect of credit card transactions there will be an additional charge equivalent to 1.4% of the transaction (or 1.9% where payment is made by either MasterCard Commercial or Visa Commercial credit card).

6. **Estimate of Fees**

An estimate of costs will be given at the outset of the matter and will be confirmed in writing in our Letter of Engagement. This estimate will not include VAT and disbursements. Any estimate will be given in good faith as a guideline, based on the information available at that time, but may be subject to review and revision depending on how your matter develops or if you extend the scope of our instructions. You will be notified in writing if a revised estimate is necessary.

We are obliged to provide you with regular updates of the costs incurred throughout the duration of your matter and we aim to do so every six months, unless the matter is a Trust matter in which we would aim to provide updates every twelve months.

7. **Complaints**

Manners Pimblett are committed to high quality service and client care. We are members of the Law Society and are regulated by the Solicitors Regulatory Authority ("SRA") under No. 449282.

If you are unhappy about any aspect of the service you have received or about the bill, please contact the person handling your matter either on the telephone or in writing by letter or email. We have a procedure in place which details how we handle complaints which is available on request, or by visiting us at www.mannerspimblett.co.uk.

If we have not resolved your complaint you may complain to the Legal Services Ombudsman enquiries@legalombudsman.org.uk, or at P O Box 6806. Wolverhampton, WV1 9WJ, 0300 555 0333 from 8.30 to 5.30 pm. If you are not satisfied with our handling of your complaint you can ask the Ombudsman to consider the complaint. Normally you will need to bring a complaint to the Legal Ombudsman within 12 months of receiving a final written response from us about your complaint or within six years of the act or omission about which you are complaining of occurring (or if outside this period within three years of when you should reasonably have been aware of it).

8. **Insurance Mediation**

We are not authorised by the Financial Conduct Authority ("FCA"). However, we are included on the register maintained by the FCA so that we can 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 SRA. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/register.

9. **Limit of Liability**

The Firm maintains PII and the total liability of this firm, it's Directors and employees in connection with or arising directly or indirectly from this matter will be limited to an aggregate amount of £3,000.000.00. This will cover claims of any sort whether arising in contract, negligence or otherwise and all losses or damages including interest, costs and expenses. A copy of the policy is held at our office. If you would like further information, please contact us.

10. **Consumer Rights**

If we entered into a contract with you at your home, The Cancellation of Contracts (Information, Cancellation and additional charges) Regulations 2013 apply. This means that you have the right to cancel your instructions to us within 14 days of receiving our Letter of Engagement. You can cancel your instructions to us by contacting our offices by post, fax or e-mail.

Once we have started work on your file, you may be charged if you then cancel your instructions.

11. **Storage and retrieval of documents**

After completing the work, we are entitled to keep all your papers and documents whilst there is money owing to us for our charges and expenses. This is known as a “Lien”. We are required to keep your file of papers, except for any of your papers which you ask to be returned to you, for up to 12 years. We retain the file on the understanding that we have the authority to destroy it 12 years after the date of the final bill.

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

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

The storage of papers and documents does not constitute a retainer.

12. **Billing Arrangements**

We will normally raise interim invoices at regular intervals throughout the matter (except where a CFA is in place). Unless agreed otherwise, such interim invoices will be raised at monthly intervals or at such other times as we feel is appropriate. A final invoice will be raised at conclusion. Payment is due to us within 14 days of the date of the invoice unless agreed otherwise. Where payment is not made in accordance with these terms, interest will be charged on the unpaid amount at a rate of 5% per annum above Bank of England base rate.

Our costs are payable irrespective of whether the matter is successfully concluded unless we have agreed otherwise in writing. Unless otherwise agreed, you are personally responsible for the payment of our invoices regardless of any agreement or order for some other person to pay your costs.

We may cease to act for you if you if an interim bill remains unpaid after 90 days or if our reasonable request for a payment on account is not met.

If you wish to dispute the fairness or reasonableness of any invoice relating to a non-contentious matter (where court proceedings are not involved) you may do so under the Firm’s internal complaints procedure (see below). In addition, you may also have the right to object to the bill by making a complaint to the Legal Ombudsman and/or applying to the Court for an assessment of costs under Part III of the Solicitors Act 1974. The Legal Ombudsman can be contacted at PO Box 6806 Wolverhampton WV1 9WJ, on 0300 555 0333 or at enquiries@legalombudsman.org.uk.

13. **Interest Payments**

When the firm holds money in client account for a client or for a person funding all or part of the firm's fees the firm will account to the client or that person for interest when it is fair and reasonable to do so in all the circumstances. No interest is payable however if the amount calculated on the balance held does not exceed £30.00. This provision will be reviewed on a regular basis, taking into account the current interest rates.
Interest will not be paid:

1. on money held for the payment of a professional disbursement, once Counsel or a similar party has requested a delay in settlement;
2. on an advance from us to fund a payment on behalf of you in excess of the funds held for you.
3. If we have agreed to contract out of this policy.

Our policy on the payment of interest is intended to provide a fair outcome. It is intended that the interest paid will be a fair and reasonable sum calculated over the whole period for which the money is held.

As a general rule the firm will account to the client for interest at the conclusion of the matter but in some cases it may be considered appropriate to account to the client at intervals throughout the course of the matter.

Interest will be paid before the deduction of tax. It will be the recipient's responsibility to declare interest received to HMRC.

14. **Regulated Services**

Manners Pimblett Solicitors Ltd (incorporating Savilles Solicitors) is authorised and regulated by the Solicitors Regulation Authority, The Cute, 199 Wharfside Street, Birmingham, B1 1RN (the SRA) Our regulatory number is 449282.

This means that we are governed by a Code of Conduct and other professional rules, which you can access on the SRA's website www.sra.org.uk or by calling 0370 606 2555.

15. **Tax**

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We do not give tax or accountancy advice. You must seek independent advice about the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising.

16. **Investment**

We are not authorised by the FCA. If you require any advice on investments, you will need to seek independent advice of an appropriately authorised person. However, as we are regulated by the SRA, we may be able to provide certain limited services in relation to investments, provided that they are closely linked with the legal services we are providing.

17. **Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 "the regulations**

All Solicitors and many other professions have to comply with regulations which provide for all firms to keep records containing documentary evidence of identity and address for each client.

To comply with the regulations we need to get evidence of your identity as soon as possible. This is explained in our Terms of Business sent to you at the outset of your matter.

The regulations provide for the firm to have a nominated Money Laundering Officer. This is Robert Pimblett, the Director of the practice. The firm has internal reporting procedures and records of all money passing the firm's accounts.

The firm can only receive monies identified as coming from our clients or from recognised sources.

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 a transaction involving money laundering or terrorist financing. If we make a disclosure in your case we will not be able to tell you. We may have to stop working on your matter and will not be able to tell you why.

We are committed to supporting the relevant authorities in helping to prevent money laundering and the financing of terrorism.

18. **Data Protection**

From May 2018 General Data Protection Regulation "GDPR" came into force.

We will continue to use information provided by you for the provision of legal services to you and for related legitimate purposes including:

- Updating and enhancing client records;
- Analysis to help us manage our practice
- Statutory returns
- Legal and regulatory compliance.

Our Privacy Policy can be found on our website at www.mannerspimblett.co.uk or you can request a copy.

19. **Confidentiality**

The work we do for you is confidential. However, there are times we may have to provide details of your matter to third parties. If we are required to make your file of papers available for inspection we will, if possible, let you know. However, by signing this letter, you give us authority to provide information about your matter to third parties when appropriate

20. **Conflict**

We will not be able to accept instructions if this gives rise to a conflict of interests and your details will be checked against the firm's database at the outset of the matter. Conflict between your interests and those of another client may arise during the course of your matter. If this occurs, we shall notify you and determine the appropriate course of action. It may become necessary for us to cease acting. In these circumstances we will use reasonable endeavours to find another firm to take over conduct of your matter.

21. **Banking**

We hold all client money in the Royal Bank of Scotland which is regulated by the Financial Conduct Authority (FCA). We are not liable for any losses you may suffer as a result of any such banking institution being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS).

The FSCS is the UK's statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation up to £85,000 if a banking institution is unable, or likely to be unable, to pay claims against it.

The limit is £85,000 per banking institution. If you hold other personal money in the same banking institution as our client account the limit remains £85,000 in total.

Some banking institutions have several brands. The compensation limit is £85,000 per institution, not per brand. You should check with your banking institution, the FCA or a financial advisor for more information.

The FSCS also provides up to £1M of short-term protection for certain high balances, e.g. relating to property transactions, inheritance, divorce or dissolution of a civil partnership, unfair dismissal, redundancy and personal injury compensation (there is no financial limit on protection for personal injury compensation). This is called the temporary high balance scheme and, if it applies, protection lasts for a maximum of six months.

22. **Termination**

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

We may decide to stop acting for you only with good reason. 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 pay our charges up until that point. These are calculated on an hourly basis plus expenses or our fixed fee as detailed in our Terms of Engagement letter.

23. **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.

24. **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.