

Terms of Business

1. Office hours

Monday to Friday 9:30am to 5:30pm. Our switchboard operates until 6:00pm but fee earners and assistants may not be available outside office hours.

2. Parking

There is limited parking to the rear of our office at the owner’s risk.

3. Telephone calls

Callers are put through to the person they ask for. If not available you may leave a voicemail message or divert the call to the person’s assistant. To ensure messages are received quickly please do not leave a message with the switchboard. To protect your interests our staff are under instructions to take detailed messages but not to divulge information unless they know the caller and are sure it is authorised.

4. Communication

Email communications with clients, is on the basis that clients accept the breach of confidentiality risk involved in this “open” communication system. Clients must also recognise that there is no verification that the sender is as purported and both an e-mail and a fax message can be incomplete or not received although recorded as having been transmitted. We shall act upon that which we receive, in good faith but at our clients’ risk. If you require letters to be marked confidential or if you wish to be contacted before an email or fax is sent, please tell us.

Cyber security: Emails are open communications and so are NOT secure. Please do not EVER send us bank account details by email. Our client bank account details NEVER change. If you receive an email from us asking you to transfer funds to a different bank account to the one below, it is FAKE.

[Redacted contact information]

We accept no responsibility or liability for malicious or fraudulent emails purportedly coming from Gregsons. It is your responsibility to ensure that emails which you receive from us are genuine before you open them and/or respond to anything contained within them.

5. Client identification/Proceeds of Crime Act

The law requires us to verify the identity of every client (and sometimes those related to them or who provide funding) whose work with us comes within scope of the Anti-Money Laundering Regulations. Most areas of law are now within scope even if there is no financial aspect to the transaction.

We also have to undertake source of funds checks for most transactions with a financial element.

We use a market leading third-party provider, InfoTrack, to undertake the necessary checks. The modest cost is charged to clients as a disbursement.

The law also requires that if we learn something which should make us suspect that a client, or another person, has committed a crime and benefited financially, we must report what we suspect to the National Criminal Intelligence Service. We must do this without giving any hint to the client that we have made a report.

We accept no liability for loss or disadvantage caused by the consequences of our having to comply with our professional obligations.

6. Partners’ responsibility

The Partners whose names are listed on the firm’s correspondence are the solicitors who own and are responsible for the firm.

Clients will usually regard one of the Partners or another member of our professional staff as their normal contact. We encourage this relationship and this is the person to contact initially even though the work might be outside their speciality. They will ensure that your work is dealt with by the right person.

Matters handled for you are dealt with either by a Partner (possibly assisted by other professional staff) or by professional staff under the supervision of a Partner. We shall tell you (usually in an initial letter) who is the Partner and which members of staff are

involved in your work. Any changes will be notified to you.

7. Client care/Firm's responsibilities

At the beginning of a new matter clients will receive a letter confirming the instructions received, the action proposed, the name of the supervising Partner responsible, the other professional staff involved and information about costs. This information is updated as the situation merits. There are clients to whom much of the information is very familiar and who often do not appreciate receiving it again and again. In these cases, only information specific to the matter being handled is confirmed.

You should never feel short of information but if you do, ask and it shall be supplied.

8. Clients' responsibility

Please communicate with us promptly and accurately. Lack of openness, neglecting to follow advice and delay are the commonest causes of inappropriate advice, poor results and escalation of costs.

We depend upon clients:

- *Giving clear instructions;*
- *Promptly responding to communications;*
- *Providing full and accurate information;*
- *Carrying out any agreed course of action;*
- *Being open and frank with us;*
- *Providing money promptly, when required; and*
- *Advising of any change in circumstances which may affect their matter..*

Fixed fees, quotations and estimates of costs are conditional upon these requirements.

Any person giving instructions on behalf of a company or organisation warrants to us that he or she has the authority to give those instructions on its behalf and that it is financially able to meet the commitments. If that is not true then the person giving the instructions is himself or herself personally liable to us.

If you, your company or your organisation wants us to act only on the instructions of specified people you must let us know in writing so that the position is clear. Otherwise we assume and you authorise us to assume that those representing you, your company or your organisation are duly authorised to give us information and instructions.

9. Complaints

There are occasions when a client has a problem with our service or fees which has not been satisfactorily resolved with the person dealing with the matter. Please contact our Client Care Partner, Alexandra Adam, who will provide you with our Complaints Procedure and investigate and respond to your complaint. We are committed to prompt, efficient, fair and courteous handling of complaints. If for any reason we are unable to resolve a problem between us the Legal Ombudsman may be able to assist. Before accepting any complaint the Legal Ombudsman will check that you have tried to resolve your complaint with us first. Any complaint to the Legal Ombudsman must be made no later than 6 months from our final response to the complaint.

The Legal Ombudsman has discretion to accept out of time complaints in circumstances where it deems it "fair and reasonable to do so". (tel: 0300 555 0333 or enquiries@legalombudsman.org.uk).

10. Money

All money held and handled by the firm for you goes through a client bank account. It takes one working week to clear a personal cheque or banker's draft drawn on a UK clearing bank. Should it be necessary for us to pay out on your behalf by bank transfer or banker's draft we need cleared funds at the time that the payment is made. You will be asked to give us your cheque the requisite number of days in advance to allow for clearance or to arrange a bank transfer in time.

We shall only pay interest if it exceeds £75 per quarter. We do not pay interest on funds held in conveyancing transactions unless otherwise agreed.

We will not accept cash which exceeds £500 per transaction.

11. Money transfers

Bank Electronic Funds Transfer (CHAPS) or BACS have become the normal method of payment in place of cheques or where cleared funds are required. Money transmitted before 3:00pm on a business day should arrive as cleared funds in the recipient's bank account the same day. We have an in house banking terminal to facilitate the process.

Banks do not guarantee that a payment will arrive by a particular time even if sent early in the day. The system sometimes breaks down. When working normally, this system is the most efficient way of transmitting funds quickly but it is important that you know that the system can fail or be delayed. The implication for you may be that your transaction will not complete on time.

Your transaction may depend upon people transferring money to us and doing so in good time. That does not always happen. A chain of transactions involves money moving more than once in a day. You are at risk therefore if money does not arrive when required. Elimination of this risk usually involves the arrangement of bridging finance with your Bank. Should you require us to make an electronic money transfer then we must have full bank account details from you in writing.

12. Financial Services and Investment Business

The firm does not provide in house investment advice or discretionary investment management. We believe it is better to work with independent FCA authorised organisations (stockbrokers, insurance brokers, investment advisors etc.). The same applies to pensions and insurances.

We advise upon estate and tax planning and financial strategy and we provide administration and liaison services in relation to investments. We are authorised to do this where it is incidental to the legal services we are providing to you.

We are not authorised by the Financial Conduct Authority. However we can carry on insurance distribution activities as an ancillary insurance intermediary.

This part of our business is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority. The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory authority of the Law Society and the Legal Ombudsman is its' independent complaints handling body.

13. Safekeeping of Documents and Storage

We store clients' files on the understanding that we have your authority to destroy them after six years. Clients wishing us to send their papers to them rather than having them destroyed must let us know. This applies also to anything recorded by us in electronic or other non-paper form. We may need at some point to change to electronic or photographic recording of files (destroying the originals). You agree that we may do this.

We store clients' deeds and securities in our strong room and those documents are never destroyed.

Our storage facilities are provided at the clients' risk and at the moment, free of charge. Clients should arrange their own insurance of valuable items. If you require us to provide you with documents or copy documents from closed files we reserve the right to make a charge for any time costs incurred.

After completing your matter we are entitled to keep all your papers and documents whilst there is still money owing to us for our charges and expenses.

14. Confidentiality in use of data

In engaging us you accept that we must comply with the following requirements. We are required to give access to all client records and data both to the Law Society and our reporting accountants in respect of compliance with professional and financial standards and reporting.

We are required to give access to client records and data to the Financial Conduct Authority in carrying out its functions as our regulator.

We are required to report to the Inland Revenue upon interest paid to clients and in accordance with the Taxes Management Act 1970, Section 17.

From time to time there may be other authorities or organisations to whom we are required to give access to client records and data because of compliance requirements for the carrying on of our practice.

We keep client data of the type covered by the General Data Protection Regulations (GDPR). We comply with our obligations under the GDPR and will only collect /disclose data necessary to act on your behalf and comply with our obligations. From time to time, we may contact you about our services

or changes in the law, marketing or other similar purposes.

Data subjects can make a '**subject access request**' ('SAR') to find out the information we hold about them. This request should be made to our Data Protection Officer (Michael Creamore) who will coordinate a response.

Please click on the link to [Our Privacy Statement](#). Copies of our Data Protection Policy and Privacy Standard are available on request.

15. Intellectual property rights

We retain the copyright in all material produced by us both in writing and in electronic form. The client is licensed to use the material for the purpose for which it is produced in accordance with the client's engagement but not for any other purpose without our prior written consent.

Opinions obtained from barristers and others, where it is we who engage the barrister or other expert, are also likely to be copyright and the question of use of that copyright is between us and the barrister or expert.

16. Fees

Solicitors' fees are governed by the Solicitors Act 1974 and Regulations made under it. Charges depend upon the level of staff involved, the value (financial and personal), the difficulty and urgency. Some work is undertaken on a fixed fee or a conditional fee basis. Most is undertaken on the basis of the time involved, the value of the transaction or a combination of these.

When a fixed fee is agreed it will be confirmed in writing and is for dealing with the matter in accordance with the initial instructions/heads of agreement/particulars first received and on the basis that it proceeds in a normal manner.

If the matter requires work outside the normal course or the requirements change we shall advise you that the work is outside the fixed fee and shall explain why and of any additional cost. An estimate or budget figure received is not a fixed fee but our best estimate at the time, of the likely cost of a matter or stage, being charged upon a time basis, usually based on our experience of comparable cases. There is bound to be a compromise between your need for an indication of cost at the outset and the uncertainty about how the matter will develop. Our duty is to tell you if and when the way a

matter develops means the estimate is inaccurate, and to give an updated estimate, if possible.

A conditional fee agreement or a damages based agreement is sometimes another way of financing the cost. If acting for you on either bases then special terms and conditions apply to such arrangements and can be discussed with you if appropriate to the case.

Please note:

- You are entitled to complain about your bill;
- You may also have the right to complain about your bill to the Legal Ombudsman and /or by applying to the court for an assessment of the bill under Part III Solicitors' Act 1974; and
- If all or part of the bill remains unpaid we are entitled to charge interest.

17. Insurance

It is possible that you may have legal expenses insurance, perhaps in a household or other policy. It is important that you check that at an early stage and make a claim if appropriate. You must let us know if you have insurance as soon as possible. Late notification may invalidate a claim.

18. Costs and charges

Unless an exemption applies, VAT is added to our charges at the current rate. Fixed fees or estimates of fees do not include VAT which will be added to the figures notified to you. We are also obliged to add VAT when billing clients for most of the expenses we incur on their behalf.

We no longer send payments by cheque. All payments are made by electronic means save in exceptional circumstances. In view of the additional administrative time, security checks and bank charges, we apply a charge of £30 plus VAT for each electronic payment made on your matter whether CHAPS or BACS.

When a time basis of charging applies, we record the time taken in units of one-tenth of an hour. Our charges reflect the units recorded. Time spent on research, drafting, meeting with clients and others, telephone calls, letters received and sent, e-mails, preparation and dictation, making notes of conversations, compliance requirements,

GREGSONS

Terms of Business

travelling, waiting and time spent in court will all be charged.

Hourly rates are reviewed from time to time and if a fee earner is upgraded. Charges are calculated at the current applicable rate of the person concerned. When a fixed fee matter concludes before being completed the work to date is charged on a time basis. The total will not exceed the fixed fee.

Fixed or estimated fees do not include expenses incurred on your behalf such as stamp duty, search fees, barristers' and experts' fees, court fees, bank charges and travelling expenses unless specifically stated. Normally telephone costs and photocopying are included but will be charged separately if particularly significant.

If we are charging on a time basis you may set an upper limit and you will not then be liable to pay more than that limit (plus disbursements and VAT) unless you agree otherwise. If we reach that limit we shall stop all further work and advise you that the limit has been reached. You may then set a new limit or just pay for the work which has been done so far. It is not usually appropriate to set a limit in a contentious case once proceedings have been issued as it may prevent us from taking necessary steps in the proceedings. Please see information below for litigants.

19. Billing arrangements

Unless other arrangements have been agreed with you:

- (a) For continuing work, we shall send bills periodically (monthly, bi-monthly, quarterly, half-yearly or yearly) depending on what we decide is appropriate to the case. When a rapid escalation of costs occurs in a case it may be billed more frequently. Short term matters or those relating to a one-off transaction are billed when substantially completed. If we are holding funds you agree that we may deduct our charges from the funds we hold.
- (b) In respect of routine conveyancing transactions, you will be billed and payment is due at the time of completion. Some mortgage lenders insist upon this. If sufficient funds are available on completion and we have sent you a bill, you agree that we

may deduct our charges from the funds we hold.

Any special arrangements agreed between you and us will be confirmed to you in writing.

Unless otherwise stipulated or agreed payment of a bill is due within one month of our sending the bill to you. Interest accrues on overdue bills at the Judgment Debt Rate.

In many cases an advance payment on account of costs or expenses to be incurred is required. That money is held in our client account and recorded on a ledger in your name. Money held on account of costs is not taken in payment until a bill has been delivered to you.

If we routinely communicate with you by email then our bills will be delivered to you by email and you consent to not also receiving hard copies.

20. Credit/debit card payment

We accept payment of our bills by MasterCard debit, MasterCard credit, Maestro, Visa debit, Visa credit or Solo. All debit card transactions and credit card transactions with individuals are free. For credit card transactions with a business, there is a charge which will be added at the rate current at the time of payment.

21. Third party costs

Sometimes a client will have to pay a third party's costs e.g. when ordered by a court in litigation or in some non-contentious transactions such as taking a commercial lease. Where a client is at risk of being ordered to pay another party's costs in litigation we shall advise on that risk and the implications of the same. The reforms brought about by the Civil Procedure Rules 1999 place an obligation upon parties to a dispute and their advisers, to seek to resolve matters speedily and efficiently and not to pursue claims of little merit. Pre-action protocols must be followed. Alternative Dispute Resolution e.g. mediation, must be considered in most cases. Costs can be awarded against a party to a dispute who does not comply with these requirements. Our acceptance of a retainer to act in a dispute is on the basis that the client agrees to our conducting the matter in the way we think necessary to comply with these requirements.

The Court has a wide discretion when making costs orders. The general rule is that the loser pays the winner. The Court may however take into account a range of matters relating to conduct, willingness to negotiate, offers made and whether the winner has been successful on all the issues raised. Since rule changes which came into effect on 1 April 2013 it is far less certain than it ever was previously the extent to which a successful party in litigation will be entitled to recover costs. The Court will apply a broad-brush approach often without a proper consideration of the extent of work done and the Court will also take into account "proportionality" which is an elusive concept. A party awarded their costs will not receive the full amount that party has had to pay their own legal advisers and may receive significantly less.

In some circumstances we are asked to provide an undertaking to pay a third party's costs on behalf of a client e.g. in lease matters. An undertaking is an obligation on the firm, which it has to meet. It is in our discretion whether or not we are prepared to give an undertaking. Whenever we do so it will be limited in amount and we shall require that amount to be deposited with us in our client account, in cleared funds, before the undertaking is given. The money is deposited with us on the basis of irrevocable instructions to apply it to meet the undertaking if and when the undertaking has to be complied with.

22. Payment of costs by third parties

When you engage us to undertake work, you are the person responsible for the payment of our fees. When a third party is liable to pay or contribute towards your legal costs it is your right against the third party. You are liable to pay our fees whether or not the third party pays you. If it is part of our instructions from you, we shall do what is reasonably practicable to recover payment from the third party on your behalf. Additional work of enforcement falls outside any estimate of costs provided to you.

23. Relationships with Third Parties

Authorities, institutions and the courts make mistakes and are often slow to respond. Third parties and their advisers do not always deal with matters promptly or efficiently. Sometimes apparently agreed terms are re-opened. Not everybody acts honestly and with integrity. Problems can occur through no fault of yours or ours.

Additional work means we shall make an additional charge in both fixed fee and time-based charge cases. The additional work is charged at our current charging rates for the professional staff involved.

In such instances it is our responsibility to ensure that the client knows that additional cost is being incurred. You the client are responsible for deciding:

- (a) whether or not to continue;
- (b) whether to make contingency plans;
- (c) the extent to which you want to try to deal with the problem yourself with a view to saving cost.

In most cases of additional work caused by the fault of others, it is not possible or cost effective to recover the cost from the offending third party.

24. Legal Aid

We do not undertake work on a Legally Aided basis.

25. Termination

You may terminate your instructions to us in respect of any matter, at any time. You should notify us in writing. If our retainer is terminated whilst the matter is ongoing we shall be entitled to do whatever is necessary to comply with our professional obligations in respect of the matter. The passing of papers to you, or to other legal representatives, will be subject to those obligations and fees and expenses due to us having been paid. We may retain your papers and documents until our fees and expenses are paid. In proceedings in court we may require to be removed from the court record as acting.

Once we have accepted instructions from you to deal with a matter, we shall terminate the retainer only with good reason. This may occur if for example; a conflict of interest arises; if we are prevented from continuing due to Practice Rules or ethical code; in the event of non-payment of our bills or expenses or of a requested payment on account; if there is a breach of good faith; or if you refuse to accept our advice and there is a breakdown of the solicitor/client relationship. In cases funded by insurance we have the right to terminate the retainer if the insurance cover is withdrawn. If money is requested but is unpaid then we may suspend our services pending receipt of payment or terminate our retainer.

GREGSONS

Terms of Business

26. Warning to all litigants

Since changes to procedural rules in April 2013 the courts are applying much stricter case management upon all litigants whether Claimant or Defendant. Time limits **must** be complied with. All litigants must therefore be aware that if they fail to provide instructions, funds on account or documents which prevent compliance with time limits then it is possible that their case may be struck out by the court. That will mean the case is at an end and it is likely that the other side's costs will have to be paid.

27. Professional Indemnity Insurance

**THESE TERMS OF BUSINESS
ARE AVAILABLE IN LARGER
PRINT**

Our liability to you for a breach of our duties will be limited to £2,000,000 unless we expressly state a higher amount 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 in excess of that sum

28. Service Quality

We work to quality standards. We welcome comments from our clients as to how our service can be improved and please tell us if we have done well.