

TERMS OF BUSINESS

1. Our Objective

This leaflet explains how we aim to assist and serve you. Our aim is to provide an efficient and friendly professional service. We are committed to client care and seek to ensure that our clients receive the best possible legal services at reasonable cost.

2. Responsibility of your work

Sunita Kumeri is the Principal Solicitor at this firm and your matter will be dealt with by me, if this is not possible your matter will be closely supervised by me. I will be personally responsible for the conduct of your matter. If I am not available when you call, please ask to speak to any member of my team who will be pleased to take a message.

The scope of your instructions will be limited by my specialisation. If I consider that your best interests would be restricted by this and that you would better served by particular expertise and specialism work being dealt with on your matter I will discuss the matter with you and once agreed I will refer that work to that other person.

3. Hours of Business

Our office hours are 9.00am to 5.30pm Monday to Friday. If you are unable to contact me during office hours please leave a message with our reception or on our voicemail and I will contact you. Alternatively, I may be available out of hours on the mobile number provided on the business card and may be able to arrange meetings to suit your convenience.

4. Our Client and Our Contract

We will be acting for our client, as stated in the client care letter. Our client's interests are paramount for us and it is our client who has agreed to pay our fees. Our Client Care Letter, these Terms, and any written amendments that we agree with you shall form the Contract. This Contract will be concluded when you confirm that the provisions of our Client Care Letter are agreed; or when you give us any specific instructions to act on your behalf, request advice from us, or after you have received our Client Care Letter and you have raised no objections to their provisions.

5. Evidence of Identity

The Money Laundering Regulations and Counter Terrorist Financing impose a duty upon us to establish your identity and to record the fact that we have done so. The obligations imposed upon us are standard requirements. We are required to conduct checks to comply with these regulations and to report suspicious circumstances to the Serious Organised Crime Agency any circumstances which cause us to suspect or which are considered such that we ought to suspect, that you or anyone else involved in the matter we are dealing with has or will benefit from some financial crime. A 'financial crime' means not just fraud but dealing with the proceeds of any criminal activity, wherever committed, including theft, terrorism, drug trafficking and failure to pay any tax or duty. The benefit can be of any amount so, for example, failure to pay a vehicle road fund licence or television licence would be covered by the Act. Failure by us to comply with the Act is itself a criminal offence.

If we have to make a report, the Act requires us to undertake no further work until authorised to proceed by the Serious Organised Crime Agency. It also prevents us from telling you that a report has been made or giving

you an explanation as to why we have ceased work. Our duties under the Act take precedence over all our professional contractual obligations to you. Accordingly, by instructing us, you accept that we will not be liable for any loss you may suffer because we have made a report under the Act and/or have ceased work while we await authority to proceed.

We will therefore ask you to provide evidence of your identity unless you are an existing client who has already done so. We anticipate your co-operation in this matter. We reserve the right to terminate our retainer if you fail to provide such evidence within 28 days of being asked.

6. Our Commitment to You

You can expect the following from us:

- a) All work to be handled by a qualified and experienced solicitor
- b) Acknowledge and deal with correspondence promptly
- c) Be dealt with in a friendly and professional manner by our staff
- d) Telephone calls to be taken promptly and or calls being returned and messages dealt with as soon as possible
- e) To keep you informed on a regular basis of progress/recent developments and the likely timescale involved.
This proviso is subject to the level of service agreed at the outset, but please feel free to contact us for any information that you may require
- f) We may communicate with you and with third parties on your behalf by email. Such messages may contain personal data or confidential or privileged information about your affairs and may not be encrypted.

7. How You Can Help Us

- a) Provide me with clear and unambiguous instructions
- b) Keep me regularly informed of recent developments
- c) Make sure that we understand each other and deal with questions that you may raise
- d) Please telephone to arrange an appointment to see me
- e) Ensure that I have all the relevant information and documentation

8. Obtaining Other Professional Advice

Sometimes you may need the advice of another independent adviser such as a doctor or barrister. In particular we may advise you to refer to a Mediator or Alternative Dispute Resolution (ADR) if these are options are considered to be suitable to help towards the resolution of your matter. We can advise you when third party advice may be needed and we can recommend suitable advisers to you. You will be responsible for the fees incurred.

9. Financial Services

You may need advice on investments. We are not authorised by the Financial Services Authority and so may refer you to someone who is authorised to provide any necessary advice. However, we can provide certain limited investment services where these are closely linked to the work that we are doing for you. If you have any problem with the service we have provided for you then please let me know. We will try to resolve any problem quickly and operate an internal complaints handling system to help us resolve the problem between ourselves. If we are unable to do so then we can seek redress from the Solicitors' Regulation Authority.

10. Equal Opportunities

We are committed to promoting equality and diversity with its clients, third parties and employees. We will not discriminate on the grounds of race, colour, ethnic or national origins, sex, creed, disability, sexual orientation or religion.

11. Email Communications

We utilise the internet for communication and take reasonable precautions but are unable to guarantee the security and confidentiality of such communications over the internet. Please inform us if you do not wish for us to communicate with you or others about your matter over the internet.

12. Data protection, Privacy Notice and Data Processing Terms

We use the information you provide us 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 a regulatory compliance. Our use of that information is subject to your instructions, the Data protection legislation and our duty of confidentiality. Please note that our work may require us to give information to third parties such as expert witnesses and other professional advisers. You have a right of access under the data protection legalisation to the personal data that we hold about you. We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information please notify us in writing.

13. Legal Costs

This firm does not undertake publicly funded work. Our charging rates are shown in our client care letter. You are responsible for your own legal costs and you have instructed us on a private basis. It is difficult to estimate charges for legal services in advance, because the exact scope of the work to be undertaken may not be known and may be dependant upon how your matter progresses.

Our fees are based on the time required to do the work. Fees will be charged as follows:

- a) An **Agreed fee** where the scope and extent of the work are clear from the outset and will only apply if they do not materially change. Disbursements and VAT will be charged in addition, where applicable. A fixed fee means that we will agree to undertake the work that we do at a flat rate irrespective of the time spent on your matter. We reserve the right to increase our fixed fee if it is envisaged that additional work must be undertaken which was not envisaged upon your initial instructions. Fixed fees are payable in advance and in any event before any work can be commenced on your behalf. If a **fixed fee** is agreed in respect of a matter which subsequently becomes abortive, you will be charged a fee based on the work actually done
OR
- b) A **variable fee** based on the time taken. Our minimum hourly charge rate is £280.00 plus vat depending on the individual dealing with your matter. An *estimate* will be provided of the number of hours that we anticipate will be spent on your matter and is subject to alteration. It is difficult to estimate charges for legal services in advance, because the exact scope of the work to be undertaken may not be known and may be dependant upon how your matter progresses. We will provide as much information as possible at the start of your matter and keep you updated. Disbursements and VAT will be charged in addition where applicable. Please note that our first estimate may be subject to alteration if there is a material change in your instructions or complexities have arisen which were not foreseen initially. We

will advise you accordingly in writing where necessary of the revised cost estimate which will then supercede the initial estimate. For these reasons we may agree a ceiling figure or review dates with you. Any costs estimate will be revised before being exceeded.

The fee basis which applies in your case is set out in the client care letter. In both circumstances if you terminate your instructions we will only charge you for the work actually done. We reserve the right to obtain our costs in full and will only release your documentation when we have received settlement of all outstanding costs and disbursements.

Our fees will be reviewed annually and you will be advised in writing accordingly. You will be notified before the increased rates are applied.

14. Invoices

We may require you to pay for the services you receive on an interim basis as your instructions are carried out. Interim invoicing is essential to maintain a healthy cash flow and avoid unnecessary strains on our resources.

Our invoices are payable within 7 days of the invoice date. Invoices that remain unpaid for more than one calendar month from the date of issue shall be subject to interest from then on. We will claim interest at the rate applicable to Judgments in the High Court. We may deduct the amount of our invoice from money held on your behalf, such as proceeds of sale of property. In the event that we do not receive payment of our bills or payment on account we reserve the right to decline to act for you and will advise you accordingly.

15. Payment on Account of Fees and Disbursements

We may ask you for a payment on account before accepting any instructions to carry out any work on your behalf or incurring any disbursements. We will seek your agreement before we incur any disbursements on your behalf and those that have not already been notified to you in the client care letter. If we do not receive the requested amount we may decline to take any further steps on your behalf.

16. Confidentiality

We are under a professional and legal obligation to keep your affairs confidential. This obligation is however subject to a statutory exception: all UK law firms are subject to reporting, disclosure and other requirements imposed by the UK regulators or laws. These requirements can override our usual duty of confidentiality to you.

17. Disputing Legal Costs

Where a dispute arises as to the amount of costs to be paid, you have the right to complain about your bill. You have the right to object to the bill by making a complaint to the Legal Ombudsman/or by applying to the court for an assessment of the bill under Part III of the **Solicitors Act 1974**. The Legal Ombudsman's may not consider a complaint about the bill if a client has applied to the court for assessment of the bill. If all or part of the bill remains unpaid, the firm may be entitled to charge interest on all, or part of, a bill if it is unpaid.

18. Terminating your Instructions

If for any reason you are unable to proceed with your matter you can instruct us to take no further action subject to your paying your costs incurred up to that time including disbursements.

If the expenditure shown by the revised estimate is outside the scope of your budget, or for any other reason you feel unable to proceed with the matter, you are always free to ask us to take no further action. This is subject to your paying our proper charges up to that time, and if we have undertaken any obligations to third parties on your behalf, to your fulfilling any responsibilities to those third parties or procuring our release from our undertaking. Should you wish to transfer your matter to another firm we will endeavour to forward your file promptly on request. We will reserve the right to exercise a lien in respect of our unpaid costs or obtain an undertaking that our costs will be paid promptly.

19. Conclusion of Your Matter and Storage

At the end of your matter we will return all important and original documents to you. If you wish for us to hold some documents on your behalf we will place them in our storage facility. Our files will then be stored. We keep our files for six years after which time they will be destroyed. If we retrieve papers or documents from storage in relation to your matter or in connection with any new instructions we make a charge of £50 for such retrieval. We may also make an additional charge based on time spent for producing stored papers or documents to you or to another at your request. We may also charge for reading, correspondence or other work necessary to comply with your instructions.

20. Any Problems

The Firm's aim is to provide an excellent service to all our clients. However should you unfortunately experience any problem with the service that we provide, please contact me so that hopefully I will be able to rectify matters and have overall responsibility for the resolution of complaints. In such circumstances please put your complaint in writing so that I can deal with the problem. I will look into the matter and seek to resolve it as soon as possible in accordance with our Complaints Procedure. I will issue you with a copy of this on receipt of a complaint or on request. If for any reason we are unable to resolve your complaint to your satisfaction, you then have a right to complain to the Legal Ombudsman. Such a complaint must be made no later than 12 months from when the problem occurred or from when you should reasonably have become aware of the problem and within 6 months of the conclusion of our own complaints procedure, whichever is the earlier. The Legal Ombudsman's details can be obtained at or by telephone on 0300 555 0333.

