Straw and Pearce Terms and Conditions of Business

Our Aim

We aim to offer our clients quality legal advice with a personal service at a fair cost. As a start, we hope it is helpful to you to set out in this statement the basis on which we will provide our professional services.

Our hours of business

The normal hours of opening at our offices are between 9.00am and 5.00pm on weekdays. Messages can be left on the answer phone outside those hours and appointments can be arranged at other times when this is essential.

People responsible for your work

Please refer to the letter enclosing these Terms and Conditions for details of the person dealing with the matter on your behalf and the Partner of this firm with ultimate responsibility for work in this department. We will try to avoid changing the people who handle your work but if this cannot be avoided, we will tell you promptly of any change and why it may be necessary.

Charges and expenses

Unless we say otherwise in the letter enclosing these Terms and Conditions our charges will be calculated mainly by reference to the time actually spent by the Solicitors and other staff in respect of any work which they do on your behalf. This may include meetings with you and perhaps others; reading, preparing and working on papers; making and receiving telephone calls, emails, faxes and text messages; preparation of any detailed costs estimates, schedules and bills; attending Court; and time necessarily spent travelling away from the office. From time to time we may arrange for some of this work to be carried out by persons not directly employed by us; such work will be charged to you at the hourly rate which would be charged if we had done the work ourselves.

Routine letters, e-mail and texts that we send and routine telephone calls that we make and receive are charged at one tenth of the hourly rate. Routine letters, e-mails and texts received are charged at one twentieth of the hourly rate. Other letters, e-mails and calls are charged on a time spent basis.

The current hourly rate of the person dealing with the matter on your behalf together with an estimate of the total cost will be set out in the letter enclosing these Terms and Conditions

These hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed with effect from 1 January each year. If a review is carried out before this matter has been concluded, we will inform you of any variation in the rate before it takes effect.

In addition to the time spent, we may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken, any particular specialist expertise which the case may demand. An increase in the rates may be applied to reflect such factors. In property transactions, in the administration of estates and in matters involving a substantial financial value or benefit to a client, a charge reflecting, for example, the price of the property, the size of the estate, or the value of the financial benefit may be considered. It is not always possible to indicate how these aspects may arise but on present information we would expect them to be sufficiently taken into account in the rates which we have quoted. Where an increase in the rates or a charge reflecting any value element is to be added we will explain this to you.

Solicitors have to pay out various other expenses on behalf of clients ranging from Land or Probate Registry fees, Court fees, experts' fees, and so on. We have no obligation to make such payments unless you have provided us with the funds for that purpose. VAT is payable on our charges and certain expenses. We refer to such payments generally as 'disbursements'. VAT is charged at the prevailing rate. Our VAT number is 114218118

If, for any reason, this matter does not proceed to completion, we will be entitled to charge you for work done and expenses incurred but this will not exceed the estimate given.

The Solicitors' (Non Contentious Business) Remuneration Order 2009 requires us to give certain information to you before we can (a) bring proceedings to recover costs for non contentious work (b) deduct our costs, other than disbursements, from money held for or on behalf of you or an estate in satisfaction of our bill.We draw the following points to your attention in connection with the bill of costs. 1.If you are not satisfied with the amount of our fee we treat this as a complaint. Our complaints procedure is set out in our Terms and Conditions. 2. You may be entitled to have our bill reviewed by the court. Sections 70,71 and 72 of the Solicitors Act 1974 set out your rights to have our bill reviewed by the court. 3. We are entitled to charge interest on the outstanding amount of the bill in accordance with article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009.The due date for payment is 28 days from the date of the invoice unless specific arrangements to the contrary have been agreed with a partner and that interest is payable after the due date for payment

Payment arrangements.

Property transactions. We will normally send you our bill following the exchange of contracts. Payment is required on a purchase prior to completion. Payment is required on a sale at completion. If sufficient funds are available on completion, and we have sent you a bill, we will deduct our charges and expenses from the funds.

Administration of estates. We will normally submit an interim bill at regular stages during the administration of the estate. The final account will be prepared when the Estate Accounts are ready for approval.

Other cases or transactions. It is normal practice to ask clients to pay interim bills and sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. We find that this helps clients in budgeting for costs as well as keeping them informed of the legal expenses being incurred. If such requests are not met with prompt payment, delay in the progress of a case may result. In the unlikely event of any bill or request for payment not being met, this firm must reserve the right to stop acting.

Payment is due to us within 28 days of our sending you a bill. Interest will be charged on a daily basis at 4% over National Westminster Bank PLC's base rate from time to time from the date of the bill in cases where payment is not made within 28 days of delivery by us of the bill

The common law entitles us to retain any money, papers or other property belonging to you which properly come into our possession pending payment of our costs, whether or not the property is acquired in connection with the matter for which the costs are incurred. This is known as a "general lien". We are not entitled to sell property held under a lien but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of costs.

If we are concluding litigation for you, we have additional rights in any property recovered or preserved for you whether it is in our possession or not and in respect of all costs incurred, whether billed or unbilled. We also have a right to ask the Court to make a Charging Order in our favour for any assessed costs.

Please note that we are normally only able to accept cash up to a limit of £500 in any 28 day period. Monies due to you from us will be paid by cheque or bank transfer, but not in cash, and will not be made payable to a third party.

Other parties' charges and expenses

In some cases and transactions a client may be entitled to payment of costs by some other person. It is important that you understand that in such circumstances, the other person may not be required to pay all the charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them. If the other party is in receipt of legal aid no costs are likely to be recovered.

If you are successful and a Court orders another party to pay some or all of your charges and expenses, interest can be claimed on them from the other party from the date of the Court Order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of that interest.

You will also be responsible for paying our charges and expenses of seeking to recover any costs that the Court orders the other party to pay to you.

A client who is unsuccessful in a Court case may be ordered to pay the other party's legal charges and expenses. That money would be payable in addition to our charges and expenses. Arrangements can be made to take out insurance to cover liability such as legal expenses.

Interest payment

Any money received on your behalf will be held in our Client Account. Subject to certain minimum amounts and periods of time set out in the Solicitors' Account Rules 1998, interest will be calculated and paid to you at the rate from time to time payable in National Westminster Bank PLC's Designated Client Accounts. The period for which interest will be paid will normally run from the date(s) on which funds are cleared by us until the date(s) of issue of any cheque(s) from our Client Account.

Transfer of Funds

Where a client obtains borrowing from a lender in a property transaction, we will ask the lender to arrange that the loan cheque is received by us a minimum of 5 working days prior to the completion date. If the money can be telegraphed, we will request that we receive it the day before completion. This will enable us to ensure that the necessary funds are available in time for completion. Such clients need to be aware that the lender may charge interest from the date of issue of their loan cheque or the telegraphing of the payment.

We may charge you a CHAPs, TT, BACS or other banking charges incurred as well as an additional reasonable amount to cover our costs of administration which is currently £40 + VAT.

Storage of papers and documents.

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. In addition, we will keep your file of papers for you in storage for not less than 1 year. After that, storage is on the clear understanding that we have the right to destroy it after such period as we consider reasonable or to make a charge for storage if we ask you to collect your papers and you fail to do so. We will not of course destroy any documents such as Wills, Deeds, and other securities, which you ask us to hold in safe custody. No charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date which may be specified in that notice.

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 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

Financial services and insurance contracts

If, while we are acting for you, you need advice on investments, we may refer you to someone who is authorised by the Financial Services Authority, as we are not. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.

We are not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services Authority 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 Solicitors Regulation Authority. The register can be accessed via the Financial Services Authority website at www.fsa.gov.uk/register

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 handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints handling body of the Law Society.

Termination

You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. If at any stage you do not wish us to continue doing work and/or incurring charges and expense on your behalf, you must tell us clearly in writing.

If we decide to stop acting for you, for example if you do not pay an interim bill or comply with the request for a payment on account, we will tell you the reason and give you notice in writing.

Under the Consumer Protection (Distance Selling) Regulations 2000, for some non-business instructions, you may have the right to withdraw, without charge, within 7 working days of the date on which you asked us to act for you. However, if we start work with your consent within that period, you lose that right to withdraw. Your acceptance of these terms and conditions of business will amount to such a consent. If you seek to withdraw instructions, you should give notice by telephone, e-mail or letter to the person named in our initial letter to you as being the person responsible for your work.

Limited companies

When accepting instructions to act on behalf of a limited company, we may require a Director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. If such a request if refused, we will be entitled to stop acting and to require immediate payment of your charges on an hourly basis and expenses as set out earlier.

Tax advice

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If we can undertake the research necessary to resolve the issue, we will do so and advise you accordingly. If we cannot, we may be able to identify a source of assistance for you or of course you may seek advice from your accountant or other financial advisor

Identity, disclosure and confidentiality requirements.

We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself or for any principal whom you may represent. We may also arrange to carry out an electronic verification of your identity if we consider it necessary to do so. The cost of any such search will be charged to you. If the amount is in excess of £10.00 plus VAT, per person we will seek your consent.

Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. This obligation, however, is subject to a statutory exception. Legislation on money laundering and terrorist financing places Solicitors under a legal duty in certain circumstances to disclose information to the Serious and Organised Crime Agency. Where a Solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the Solicitor may be required by law to make a money laundering disclosure. If, while we are acting for you, it becomes necessary to make such a disclosure, we may not be able to inform you that it has been made, or of the reasons for it, because the law prohibits “tipping-off”.

Our firm may be subject to audit or quality checks by external firms or organisations. We may also outsource work. This may be for example typing or photocopying or costings, or research and preparation to assist with your matter. Information from your file may therefore be made available in such circumstances. We will always aim to obtain a confidentiality agreement with the third party.

Client:

Matter

Ref:

Signed ....

Date ....

Communication between you and us

Our aim is to offer all our clients an efficient and effective service at all times. We hope that you will be pleased with the work we do for you. However, should there be any aspects of our service with which you are unhappy about or the bill, please contact the head of the department dealing with your case. If the matter remains unresolved we have a procedure in place in relation to how we handle complaints, this procedure is available upon request at our Loughborough office.

If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman (address PO Box 15870, Birmingham B30 9EB, website www.legalombudsman.org.uk telephone 0300 555 0333) to consider the complaint. Normally you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint.

Straw and Pearce are regulated by The Solicitors Regulation Authority, SRA No.56012 (Loughborough) and 492140 (Hinckley),the code of conduct can be found at http://www.sra.org.uk/solicitors/code-of-conduct.page. A copy of our Professional Indemnity Insurance certificate is available on request.

We will communicate with you by such method as is appropriate. We may need to virus check disks or e-mail. Unless you withdraw consent, we will communicate with others when appropriate by e-mail or fax but we cannot be responsible for the security of correspondence and documents sent by e-mail or fax.

The Data Protection Act requires us to advise you that your particulars are held on a database. We may, from time to time, use these details to send you information which we think might be of interest to you.

Where we act for two or more clients jointly it is on the clear understanding that we are authorised to act on instructions from either, both or any of them.

Equality and diversity policy

We are committed to eliminating unlawful discrimination and to promoting equality and diversity within our policies, practices and procedures. A full copy of our policy is available on request.

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 continuing instructions in this matter will amount to an acceptance of them Terms and Conditions of Business, it may not be possible for us to start work on your behalf until one copy of them has been signed and returned to us to keep on our file.