

# 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.

## Your authority, instructions and commitment to us

Our responsibilities include advising you on the law, following your instructions (subject to overriding statutory, common law and professional obligations), reviewing your matter regularly, and discussing with you whether the potential outcomes justify the expense and risks involved with your matter. You need to provide us with clear and timely instructions, the information and documents required for us to do our work, and funds required.

Where two or more of you have instructed us jointly it is on the basis that either or any of you alone has authority to give us instructions on behalf of the others unless you give us prior written instructions to the contrary.

## 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 are reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed with effect from 1 January each year. 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 and 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 refer to such payments generally as 'disbursements'. 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. 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.

## 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 an invoice, we will deduct our charges and expenses from the funds.

Administration of estates. We will normally submit an interim invoice 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 invoices 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 event of any invoice or request for payment not being met, we reserve the right to discontinue acting on your behalf and to withdraw our services.

Payment is due within 14 days of our invoice. If payment is not made we will charge interest on all sums then outstanding until the date of payment. Interest will be charged on a daily basis at 8% 14 days from date of invoice. Our invoices are issued subject to the terms set out on them, which are deemed incorporated in our Terms and Conditions of Business. Your attention is drawn to the notice printed on our invoices as to your rights if you feel that the fees charged are excessive.

If we are instructed by joint clients then all clients are jointly and severally liable for our fees, notwithstanding any agreement between you as to how you will share the costs. This means that we will be able to look to one client only or to each of the clients to pay the whole of or balance of any unpaid fees.

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. You may pay our invoice by cheque or by bank transfer. We also accept debit and credit card payments. 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 by you in addition to our charges and expenses. Arrangements can be made to take out insurance to cover liability such as legal expenses.

### **Interest On Funds We Hold For You**

We will normally credit you with interest on any funds we hold in our client account on your behalf. Our policy on the payment of interest is as follows. Interest will accrue at the rate payable by our bank on instant access deposits. This may be less than the rate at which you could have invested the money yourself. We will credit you with interest if the amount of interest involved is more than £30. If we hold sums of money for you in relation to different matters we will normally treat the money relating to each of the different matters separately. We will not account for interest on money held for the payment of a professional disbursement, once the intended recipient has requested a delay in settlement. Nor will we account for interest on money held for the Legal Aid Agency

### **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 a CHAPS, TT, BACS or other banking charge incurred as well as an additional reasonable amount to cover our costs of administration. Currently we charge £10 + VAT for BACS and £40 + VAT for all other transactions.

### **Storage of papers, documents and electronic data**

We will normally keep your file of papers and electronic data after conclusion of your matter for a period of 6 years or for such other period as specified in our concluding letter to you (but see later in relation to other retention periods). Your file and electronic data will then be destroyed without any further reference to you. We will not destroy documents you ask us to hold in safe custody, such as Wills, Deeds, and other important original documents. We will take care of your file of papers, documents and electronic data as long as they remain in our possession. However, should any of them be lost or damaged as a result of events beyond our reasonable control we will not be liable for their replacement or any resultant loss.

You may also have a right to be provided with a copy of personal data held by us as part of a legitimate subject access request (see the data protection section below). However, in all other cases, if at any time after completion of a matter you ask us to retrieve your file of papers from storage, we reserve the right to charge you an administrative fee of £25 and a fee based on the time spent by any fee earner in reviewing the file to supply any documents or information that you have requested.

Nothing in this section affects our rights, as solicitors, to a lien over a file and any deeds in our possession pending discharge of our fees, subject to solicitors' professional conduct rules.

### **Financial services and insurance contracts**

Straw and Pearce is not authorised by the Financial Conduct Authority (FCA). We are regulated by the Solicitors Regulation Authority (SRA), which is the independent regulatory arm of the Law Society of England and Wales. If you are unhappy with any investment advice or insurance advice you receive from us you should raise your concerns with the SRA. If while we are acting for you, you need advice on investments we may have to refer you to someone who is authorised to provide the necessary advice. However, we may be able to provide some limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are regulated by the SRA, which is a designated professional body for the purposes of the Financial Services and Markets Act (FSMA).

Although we are not authorised by the FCA we are included on the register of exempt professional firms 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. The register can be accessed online at <http://www.fca.org.uk/register>.

### **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 invoice 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 Contracts Regulations 2013, which is applicable only to non-commercial clients, if our instructions to act arose from a meeting (or other communication) that occurred with a representative of our firm who was not then at our office, it would be an "off premises" contract; and as such you would have a right to cancel your instructions to this firm (by letter, fax or email) within 14 days of the day after the date that you contacted/instructed this firm. If you cancel the contract within that 14 day period, but in the meantime you instruct us to carry out an item of work, and we carry it out, you would be liable to pay our reasonable costs for that work. Also, if you authorise us to commence work and thereafter give notice of cancellation, by which time we have completed the matter, again you would be liable to pay our reasonable costs for that work. However, subject to this point, if you exercise your cancellation right, you would not be charged for our services.

If we have been instructed to act for you otherwise than as described above, this would be an "on premises" contract, with no right of cancellation; although you would be entitled to terminate our retainer (as mentioned elsewhere in this document).

If you return these Terms and Conditions of Business, duly signed, then this would amount to your authority to proceed with this matter, with any cancellation right having been waived; and once we have started the work, you may be charged if you then cancel the instructions. As mentioned above, during the course of the matter you would be entitled to terminate our retainer.

## 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 is 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 £20.00 plus VAT per person, we will seek your consent.

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 may 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.

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.

## 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 invoice, 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. We have 8 weeks to consider your complaint.

If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman (address PO Box 6167 Slough SL1 0EH, website [www.legalombudsman.org.uk](http://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. Complaints to the Legal Ombudsman must usually be made within one year of the act or omission about which the client is complaining occurring or from when the client should have known about or become aware that there were grounds for complaint. The Legal Ombudsman will not accept complaints where the act or date of awareness was before 6 October 2010.

If we instruct counsel on your behalf and you wish to make a complaint about their services you can do this directly with counsel's chambers and request details of their complaints procedures. If you remain dissatisfied with the chambers' complaint process you may contact the Legal Ombudsman. You should allow up to 8 weeks for the chambers to resolve the complaint and the complaint should be referred to the Legal Ombudsman no later than 12 months from the date when the problem first arose or from the date you should reasonably have become aware of there was cause for a complaint.

If you think a solicitor might be dishonest or you have concerns about their ethics or integrity, you also have the right to notify our regulator, the Solicitors Regulation Authority (SRA). There are no time limits for making a report but there are limits on what the SRA will consider. Please note that the SRA is not able to deal with issues of poor service (complaints of this nature should instead be referred to the Legal Ombudsman). For further information about the SRA's role, please visit: <https://www.sra.org.uk/consumers/>

Straw and Pearce are authorised and regulated by The Solicitors Regulation Authority, SRA No.56012 (Loughborough) and 648749 (Leicester). For further information on the role of the SRA and the rules and regulations that apply to our services, please visit [www.sra.org.uk](http://www.sra.org.uk).

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.

## Professional Indemnity Insurance

Under the SRA Indemnity Insurance Rules we are required to take out and maintain qualifying insurance. Details of our insurance are available on request.

## 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

Our advice is for your benefit only. Save as expressly set out, our agreement with you is not intended to confer rights on any third parties whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

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.

# Data Protection Privacy Notice

## How we use your data

Straw and Pearce is registered as a Data Controller with the Information Commissioners Office. We will use the information that you give us to provide you with legal services, as per your instructions. We will keep your information confidential and will only use it for the purpose(s) for which it was provided or as is permitted in law (i.e. for dealing with complaints or regulatory investigations).

## Sharing information

If you are a client under the legal aid scheme then we may be required to share some or all of that information with the Legal Aid Agency and / or with our quality assurance auditors.

We may need to share some or all of your information with quality assurance auditors for the purposes of their assessment of whether we are adhering to quality standards. Any examination will be strictly controlled and will be shared for the sole purpose of ensuring that our handling of your matter meets the requirements of the quality standard. Please let us know if you are not happy for us to share that information.

No I do not consent

We may wish to contact you in the future about our other services. Please let us know if you don't want to receive that information.

No I do not want you to contact me about other services

We may have to share some or all of your information with other third parties. This may include barristers; experts; and others who we need to instruct to assist us with your matter, the Legal Ombudsman (if you complain about our services) and the Solicitors Regulation Authority (the statutory body that regulates solicitors). In doing so we will always take care to ensure that your information remains confidential and safe. We will liaise with you during your case about which experts, barristers and other third parties we instruct on your behalf.

## Your Rights

You have rights as a Data Subject under the General Data Protection Regulation and Data Protection Act 2018 and these include the right to be informed what information we hold about you - a subject access request (though obviously it is likely that you will have provided with such information as we hold). You also have the right to request a copy of any information about you that we hold at any time, and also to have that information corrected if it is inaccurate. You also have rights to complain to the Information Commissioner's Office if you feel that your data is not being handled properly. For information on how your information is used, how we maintain the security of our information, and to exercise your rights to access information we hold on you, please contact us. Similarly, if you believe that the information we hold is wrong or out of date, please let us know and we will update it.

Further Information about your rights and how to exercise them, including full contact details, is set out in our Privacy Policy which is made available on our website or will be provided on request.

## How long will we hold your data?

We will only hold your information for so long as is necessary to provide you with legal services and then for only so long as we are required either contractually or under our regulatory obligations. This will be dependent upon the category of work undertaken. All files and electronic data will be retained for six years unless they are of the following categories:

Conveyancing Purchase	16 years
Leases	6 years (or for the length of the lease)
Wills	100 years
Probate & Administration matters	16 years
Matters involving Children	6 years after the child reaches 18

After this time, we will confidentially destroy all information that we hold about you, other than your name, address and date of birth which we will be obliged to continue to hold for the purposes of ensuring that we never act for another client where doing so would conflict with our obligations of confidentiality to you.