

# HAROLD BELL & Co.

## Terms and Conditions of Business

### OUR AIM

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

### OUR COMMITMENTS TO EACH OTHER We will:-

- REPRESENT your interests and keep your business confidential in a non-discriminatory way (please request our policy if you wish to see it).
- EXPLAIN to you the legal work which may be required and the prospects of a successful outcome.
- MAKE SURE that you understand the likely degree of financial risk which you will be taking on.
- KEEP YOU regularly informed of progress or, if there is none, when you are next likely to hear from us.
- TRY to avoid using technical legal language when writing to you – tell us when we fail in this aim!
- DEAL with your queries promptly. For example, we will always try to return your telephone calls on the same day.

### You will:-

- PROVIDE us with proper, prompt and realistic instructions
- GIVE us the cooperation which we are reasonably entitled to expect
- NOT ask us to work in a way that would be impractical, unethical or unlawful
- PROVIDE us or replenish us with sufficient money to be held on account
- PAY our invoices and disbursements without delay

### OUR HOURS OF BUSINESS

- The normal hours of opening at our offices are between 9.00 a.m. and 5.00 p.m. on weekdays. Messages can be left on the answerphone outside those hours and appointments can be arranged at other times when this is essential.

### PEOPLE RESPONSIBLE FOR YOUR WORK

- The partner with final responsibility for conveyancing and commercial is Malcolm Bell and for litigation and matrimonial is Tracy Poolman and for probate and wills is Martyn Dixon.

### CHARGES AND EXPENSES

- 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 will include meetings with you and perhaps others, reading and working on papers, correspondence, preparation of any detailed costs calculations, and time spent travelling away from the office when this is necessary. One charging unit is 6 minutes (10 units per hour).
- Letters and emails, in and out, are charged as one unit per page and making and taking telephone calls according to the number of units taken.
- The current hourly rates are set out below. All charges are subject to VAT.

Partners and Consultants	Partners	£245.00	Consultants/Senior Partners	£280.00
Solicitors		£200.00		
Probate Executive/Legal Executive		£185.00		
Partner's Assistants		£150.00		
- These hourly rates have to be reviewed to reflect increases in overhead costs and inflation. Normally the rates are reviewed 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, and any particularly specialist expertise which the case may demand. In particular, 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 a charge reflecting any value element is to be added we will explain this to you. If we provide services at a full trial of a case, the minimum daily fee will normally be £750.00.
- Solicitors have to pay out various other expenses on behalf of our clients from Land or Probate Registry fees or Court fees, Expert fees, Stamp Duty Land Tax and others. We have no obligation to make such payments unless you have provided us with the funds for that purpose. We refer to such payments generally as "disbursements". VAT is payable on certain expenses. At the commencement of a conveyancing matter we will request funds on account to cover the cost of searches. Please note that by instructing us to act you authorise us to sign any Stamp Duty Land Tax form required by the Inland Revenue on your behalf.
- If, for any reason, the matter does not proceed to completion, we will be entitled to charge you for work done and expenses incurred.
- In Conveyancing our fees will not normally be less than £500.00 or more than ½% of the price in each case. If we have given an estimate, our estimate will usually be followed, but we do reserve the right to charge, in addition, for abortive work or to revise the estimate if the case is more difficult than expected. You will be advised of this, where it arises, in advance.
- In Probate matters our charge will normally be 0.5% of the gross estate less any residence together with 0.75% of the residence value together with an hourly rate for time taken. This will not include preparing income tax returns. If we are Executors there is normally an extra charge for that responsibility (not more than 1% of the gross estate). Straightforward Probate cases are not likely to cost, overall, less than 2% nor more than 3% of the gross estate.

### PAYMENT ARRANGEMENTS

- Property transactions. We will normally send you a statement of account to include our bill following exchange of contracts and payment is required prior to completion. We will deduct our charges and expenses from the funds on completion.
- Administration of estates. We will normally submit interim bills at regular stages during the administration, starting with the obtaining of a Grant. The final account will be prepared and taken on preparation of the Estate Accounts for approval.
- Other cases or transactions. It is normal practice to ask clients to pay sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. Where the client is a limited company we may need a guarantee from a Director. We find that this helps clients in budgeting for costs as well as keeping them informed of the legal expenses which are 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 reserves the right to stop acting for you further.
- Payment is due to us within one month of our sending you a bill. Interest will be charged after one month on a daily basis at 8% per annum.
- We accept payment by electronic transfer or cash (up to £200.00), cheque, debit or credit card. There will be a transaction fee of 2% on credit card payments.

### ANTI-MONEY LAUNDERING REGULATIONS AND PROCEEDS OF CRIME ACT 2002-2008

- We have to ensure that we are not unwittingly drawn into transactions which launder money or are funded by the proceeds of crime. We are obliged to identify all clients at the start of a transaction. We will ask you to produce to us appropriate identification and we will undertake a search online for which a fee will be payable.
- The Proceeds of Crime Act prevents us from being involved in any arrangements which involve property or money which in any way constitute, whether in whole or in part, a persons benefit from any form of criminal conduct. If we become aware of any such circumstances we will have to make a disclosure to the National Crime Agency (NCA) whose consent would then be required before we can continue to act. Such a disclosure would be without any reference to you and without us being able to disclose it to you.

### EQUALITY AND DIVERSITY

- We follow a strict Equality and Diversity policy requiring us not to discriminate in our dealings with clients, staff and third parties. We will provide a copy on request.

**OTHER PARTY'S 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 which you incur with us. You have to pay our 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 in 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. It may be possible to make arrangements to take out insurance to cover liability for such legal expenses. Please discuss this with us if you are interested in this possibility.

**INTEREST PAYMENT**

- Any money received on your behalf will be held in our Client Account. In administration cases, if the rate is more beneficial, at our discretion, the sums may be put with a building society or other bank. Subject to certain minimum amounts and periods of time set out in the Solicitors' Accounts Rules 2011, interest will be calculated and paid to you at the rate from time to time payable on HBOS's Designated Client Accounts. Where specific funds are invested the rate achieved will be paid. The period for which interest will be paid will normally run from the date on which cleared funds are received by us until the date of issue of any cheque from our Client Account. We may ask you to sign a separate letter of authority agreeing that we may retain the first £20.00 of each amount of interest as and when calculated to help us cover the administrative expenses of arranging these calculations and payments to you. Sums of £20.00 or less in respect of interest will not normally be accounted for.
- Where a client obtains borrowing from a lender, we will ask the lender to arrange that the funds are received by us a minimum of 1 working day prior to the completion date. This will enable us to ensure that the necessary funds are cleared in time for completion. Such clients need to be aware that the lender may charge interest from the date of issue of the payment to us. Where we telegraph payments out (CHAPS) we charge £30.00 plus VAT costs for doing so. We absorb any bank charges.

**FINANCIAL ADVICE AND INSURANCE MEDIATION**

- We are not authorised under the Financial Services and Markets Act 2000, but we are able, in certain circumstances, to offer a limited range of services to the client because we are regulated by the Solicitors Regulations Authority. We can provide these services if they are an incidental part of the professional services we have been engaged to provide.
- If you have any problem with the service we have provided for you then please let us know. We will try to resolve any problem quickly and operate an internal complaints handling system to help us to resolve the problem between ourselves. If for any reason we are unable to resolve the problem between us, then we are regulated by the Solicitors Regulation Authority (SRA) and complaints and redress mechanisms are provided through the SRA and the Legal Ombudsman.
- 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 FCA website at [www.fsa.gov.uk/register](http://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 SRA is the independent regulatory body of the Law Society.
- We do not generally sell or advise on insurance policies except in connection with conveyancing work when a problem can be overcome by a suitable insurance policy. Examples include a defect in the title to a property, the lack of an easement such as the right of way or defective provisions in a Lease. A variety of legal indemnity insurers offer policies to cover such problems.
- The requirements of the FCA are that when we arrange any insurance we need to advise clients about the range of insurers we have checked before recommending a particular policy and if it is not on a fair market analysis we must explain the basis upon which the recommendation has been made. Furthermore we are obliged to ensure that we check the suitability of any such policy for clients and notify them of this in a written "demand and needs statement" before the insurance is put in place.

**TERMINATION**

- You may terminate your instructions to us in writing at any time, we will be entitled to keep all your papers and documents whilst money is owed 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 expenses on your behalf, you must tell us this 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.

**DATA PROTECTION**

- The Data Protection Act 1998 requires us to advise you that your particulars are held on our database. We may, from time to time, use these details to send you information which we think might be of interest to you. We do not make such information available to any other provider of products and services.

**COMPLAINTS PROCEDURE**

- Our aim is to offer all our clients an efficient and effective service at all times and our clients and our staff are of first importance to us. We hope that you will be pleased with the work we do for you. However, should there be any aspect of our service with which you are unhappy, please raise your concern in the first place with the person responsible for dealing with your case, either verbally or in writing. If you still have queries or concerns, please contact the Partner in charge of the appropriate department. If your complaint is against one of the Partners and that Partner is unable to satisfy the difficulty please contact another partner. You are entitled to request a copy of our complaints procedure.
- If you are not happy with our handling of your complaint you can ask the Legal Ombudsman at PO Box 6806, Wolverhampton WV1 9WJ, telephone 0300 555 0333 or [enquiries@legalombudsman.org.uk](http://enquiries@legalombudsman.org.uk) 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.

**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 charges and expenses. In addition, we will keep your file of papers for you in storage for not less than 10 years. 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. We do reserve the right to charge for the scheduling and sending of any items held.
- If it becomes necessary to retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs our costs for doing so will be £35.00 plus VAT. We may also charge for reading, correspondence or other work necessary to comply with your instructions.

**INDEMNITY INSURANCE**

- We are obliged to put in place professional indemnity insurance to cover the legal advice provided. Cover is renewed each year and the applicable insurer may change from year to year. Details of the current insurer and insurance cover are posted on our website or available on request.

**TERMS AND CONDITIONS OF BUSINESS**

- Unless otherwise agreed, and subject to the application of the current hourly rates and the basis of charging, these Terms and Conditions of Business shall apply to any future instructions given by you to this firm. Although your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions of Business it would be helpful if you would please sign and return one copy of the same for us to keep on our file.

**I confirm I have read and understood, and I accept, these Terms and Conditions of Business.**

Signed ..... Date ..... Signed ..... Date .....