

# TERMS & CONDITIONS OF BUSINESS



The Solicitors' Regulation Authority (SRA) is the governing body for solicitors. Professional rules made by it require that clients of solicitors are informed of certain terms of business. Accordingly, this formal statement indicates the basis on which this firm carries out professional services on behalf of clients. It should be read in conjunction with the formal retainer letter written to you by the fee earner with responsibility for your matter. Together, this formal statement and the retainer letter provide all the information required under the Consumer Contract Regulations 2013 (CCR 2013).

## 1. Places and Hours of Business

Our offices are located at 19 Tuesday Market Place, King's Lynn, Norfolk, PE30 1JW, and 2, St Nicholas' Court, Dersingham, Norfolk, PE31 6GZ. The normal hours of opening are between 9.00am and 5.00pm on weekdays. Outside these hours an answering service is provided for routine messages. We can offer appointments outside these hours, subject to availability, where these are requested by you. Please note however that out-of-hours calls or meetings may incur additional charges beyond the fees quoted to you.

## 2. Responsibility For Work

Your matter will be the primary responsibility of a named individual. You should have received a letter confirming the identity of that individual. If you have not received such a letter please telephone and ask for one.

## 3. Professional Indemnity

- 3.1 Our professional regulations require us to carry professional indemnity insurance cover of at least £2 million in case we make a mistake as a result of which you suffer loss. Hawkins Ryan carries cover of up to £5 million and by instructing us to act on your behalf you accept that our liability to you for negligence is limited to £5 million.
- 3.2 We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence. Please ask if you would like us to explain any of the terms above.

## 4. Fees

- 4.1 We aim to give clients as much information as possible regarding costs at all times. Unless we specifically agree some other arrangement in writing the basis for the calculation of our fees is by reference to the time spent dealing with your matter and in accordance with an hourly charge rate which you will be notified of separately. The time charged being all time spent on your affairs. This will include advising, attendances upon you and others, any time spent travelling, considering, preparing and working on papers and correspondence, making and receiving telephone calls and emails.
- 4.2 Time is calculated in 6 minute units.
- 4.3 Each Partner, Solicitor and Executive's time is charged out at an hourly rate which reflects their expertise in dealing with the matter involved.
- 4.4 Hourly rates are normally reviewed annually to take effect from 1st April. Details of any revision to rates occurring during the continuance of a matter will be supplied to you. These rates, may not be appropriate in cases of exceptional complexity or urgency. Where it becomes apparent that such circumstances exist we reserve the right to terminate the retainer unless revised rates are agreed in substitution.
- 4.5 Disbursements include payments made by Hawkins Ryan on behalf of you the client e.g. for such items as court fees, Probate or Land Registry fees etc. We have no obligation to effect such payments unless funds have been provided by the client for that purpose. VAT is payable on certain disbursements.
- 4.6 Unless we specifically agree otherwise, fees are payable whether or not a matter is successfully concluded or completed. If any matter does not proceed to completion for any reason during the period in which Hawkins Ryan are instructed, then we shall be entitled to charge for work done on the basis set out above.
- 4.7 Payment may be made by cheque, bank transfer or card payment.

## 5. Arrangements for Payment of Fees

- 5.1 It is our practice to deliver interim accounts at regular stages during the progress of a matter (usually four or six weekly). For transactional matters such as conveyancing, we may agree to defer our charges until the conclusion of the transaction in question.
- 5.2 If we hold sufficient funds on your behalf we will usually deduct our charges from these funds and by instructing us, you agree to us doing so.
- 5.3 It is normal practice to ask clients to pay sums of money from time to time on account of the fees and disbursements which are anticipated in the following weeks or months. It is helpful if you meet such requests with prompt payment to avoid delay in the progress of your matter. In the event of any such request for payment on account not being paid, we reserve the right to decline to act further in the case.
- 5.4 Payment is due within 7 days of our sending you our bill. Interest at 1.5% per calendar month is chargeable on any balance outstanding after 30 days.

## 6. Challenging a Bill

If you disagree with your bill, whether in principle or as to the amount, please complain about it using our complaints procedure detailed in paragraph 12 below. If you are dissatisfied with our response to your complaint please refer it to THE LEGAL OMBUDSMAN, PO BOX 6806, WOLVERHAMPTON WV1 9WJ. Please note that depending on the nature of the work we have done for you, you may also be entitled to ask for our costs to be assessed by the Court under Part III of the Solicitors Act 1974. Please note that if all or part of the bill remains unpaid, whether you are complaining about it or not, we may be entitled to charge you interest, in addition to the amount due.

## 7. Interest Payments

If we hold money on your behalf, subject to the terms of this paragraph, interest will be calculated and paid to you in accordance with the Solicitors Accounts Rules 2011. Subject to certain minimum amounts and periods of time prescribed by the Rules interest will be calculated and paid at the rate from time to time payable on deposit accounts. The period for which interest will be paid will normally run from the date(s) on which cleared funds are credited to our account until the date(s) of issue of any cheque(s) on discharge thereof.

## **8. Incidental Investment Business**

8.2 We are not authorised by the Financial Services Authority and if we believe that investment advice is needed on a particular matter, we may refer you to someone who is authorised to provide the necessary advice. However, we can provide certain limited services in relation to investments, provided they are closely linked with the legal services we are providing to you, as we are regulated by the Solicitors Regulatory Authority. We will provide you with more information about such services if you ask us.

## **9. Storage of Papers and Deeds**

9.1 Following the conclusion of a matter on behalf of a client, we will retain your file of papers for such a period as we deem appropriate in our absolute discretion. If you require such papers to be kept for any specific period you should give notice in writing to that effect and, in the event of such notice being given, we reserve the right to require you to take personal custody of the papers. This provision does not apply to current Deeds, Wills and Securities.

9.2 We provide a safe custody service to our clients in respect of Deeds, Wills and Securities and no charge will be made to our clients for such storage unless prior notice in writing is given to the client of a charge to be made from a future date specified in that notice.

9.3 Where stored papers, Wills, Deeds or Securities are retrieved from storage in connection with continuing or new instructions for Hawkins to act in connection with your affairs, normally no charge will be made for such retrieval. However, we reserve the right to make an administration charge based on time spent in retrieval and any perusal, correspondence or other work necessary to comply with the instructions given by you.

## **10. Termination**

10.1 You may terminate your instructions to us in writing at any time. If you do not wish us to continue undertaking work and incurring charges and expenses on your behalf, you must tell us this clearly in writing. We are entitled to keep all papers and documents while money is owing to us for our charges and expenses.

10.2 We may decide to stop acting for you only with good reason e.g. if you do not pay an interim bill or there is a conflict of interest. We must give you reasonable notice before we stop acting for you.

10.3 If you or we decide that we should stop acting for you, you will pay our charges up until that point. These are calculated on an hourly basis plus expenses as set out in these terms and conditions

## **11. Right to Cancel**

Under the CCR 2013 if you confirm instructions to act on your behalf other than at a face to face meeting at our offices, the commencement date for the contract between you and us is the date you confirm your instructions however that is done but you will still have 14 days within which to cancel the contract. If we carry out work within the 14 days and you cancel the contract within the 14 days, we are not entitled to charge you for any services provided in that period unless you have expressly waived your rights in writing by letter, fax or email.

## **12. Raising Queries or Concerns**

12.1 We are committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received, or about the bill, please firstly raise your concerns with the individual assigned to your matter. If that does not resolve the problem to your satisfaction or you would prefer to speak to someone else then please address your concerns in writing to the Complaints Handler. If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman to consider the complaint by writing to him at, THE LEGAL OMBUDSMAN, PO BOX 6806, WOLVERHAMPTON WV1 9WJ. Normally, you will need to refer a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint.

12.2 We are obliged to attempt to resolve any problems as quickly and efficiently as possible. It is therefore important that you immediately raise any concerns you may have.

12.3 We are governed by the Solicitors Regulation Authority (SRA). The SRA produces a handbook setting out the requirements the SRA imposes on all solicitors. You can access the handbook via [www.sra.org.uk/solicitors/handbook](http://www.sra.org.uk/solicitors/handbook).

## **13. Identity and Money Laundering Regulations**

13.1 The law requires solicitors to obtain satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their clients can be used by criminals wanting to launder money. To comply with the law, we need evidence of your identity as soon as possible. If you cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity. Where the client is a limited company we will need evidence of the identity of the directors of the company and the ultimate beneficial owners of the company.

13.2 We are required by current legislation, when undertaking any matter for any client:

- a) to carry out certain compliance procedures with a view to establishing identity when conducting transactions on a client's behalf;
- b) to make proper enquiries about the nature of a transaction or transactions,
- c) to make proper enquiries about the source and/or destination of funds being used in the transaction; and
- d) to make such enquiries as we deem appropriate in the particular circumstances which arise.

13.3 We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the Serious Organised Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in your matter, we may not be able to tell you that a disclosure has been made. We also may have to stop working on your matter for a period of time and may not be able to tell you why.

## **14. Equality and Diversity**

This firm is committed to promoting equality and diversity and anti-discrimination in all of its dealing with clients, third parties and employees. Our formal equality and diversity policy is published on our website.

## **15. Data Protection**

We use the information you provide primarily 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 and legal and regulatory compliance. Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation 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 our office in writing.

## **16. Terms and Conditions Of Business**

16.1 Unless otherwise agreed, and subject to the application of hourly rates at that time, these terms and conditions of business shall apply to any future instructions given by you to this firm.

16.2 Your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions of Business.

16.3 We are accredited as meeting the requirements of the Lexcel Practice Management Standard. The Practice Management Standard is designed to ensure we provide an excellent standard of client service at all times. In order to ensure that we continue to meet the standard our client files are audited regularly by an external assessor. We shall assume that you consent to your file being reviewed by such an assessor unless you notify us to the contrary.