



## TERMS AND CONDITIONS OF BUSINESS

### INTRODUCTION

Thank you for instructing Graham & Rosen Solicitors to deal with your case. Because of the broad range of legal services which we provide, we now set out details of our general terms and conditions applying to all clients. When you instruct us on a particular case or matter, we will generally also send you a formal engagement letter setting out any specific additional arrangements or terms which will apply to work on that case or matter. An engagement letter may not however be necessary if you are a client for whom we have acted for previously and you are already therefore aware of our arrangements and terms.

In the event of any conflict between the terms and arrangements as set out in the engagement letter and referred to below, the terms of the engagement letter will prevail. By instructing us, you agree to the Terms and Conditions of business as set out below as varied by the terms of any engagement letter which we send to you.

### SECTION 1 – OUR SERVICE COMMITMENT TO YOU

#### 1.1. OUR SERVICE COMMITMENT TO YOU

We endeavour to provide a quality legal service and we will endeavour at all times to fulfil this. In particular we will, during the course of your retainer, endeavour to achieve the following:

- 1.1.1 keep you regularly informed of the progress of your case,
- 1.1.2 communicate with you in plain language,
- 1.1.3 explain the nature of the legal work that may be required in your case,
- 1.1.4 keep you fully advised as to the likely risks/benefits of pursuing your case,
- 1.1.5 keep you advised of the likely timescale of your case,
- 1.1.6 keep you regularly advised as to the costs incurred on your case.

#### 1.2. OUR RESPONSIBILITIES TO YOU

- 1.2.1 We will act in your best interests at all times and pursue your case conscientiously and efficiently,
- 1.2.2 We will review your case regularly to ensure progress,
- 1.2.3 We will advise you of any changes in the law that are relevant to your case whilst it progresses,
- 1.2.4 We will advise you of any circumstances or risks that change or arise during the course of your case that may affect its outcome.

### SECTION 2 – YOUR RESPONSIBILITIES TO US

- 2.1 We require you to provide us with prompt and clear instructions as and when required in your case to enable us to progress your case.
- 2.2 We require you to keep us informed of any change of address or of your contact number.
- 2.3 We require you to discharge any final or interim bill that we may from time to time submit promptly and comply with any request by us to make payment on account of costs.

### SECTION 3 – HOURS OF BUSINESS

- 3.1 Our offices are open Monday to Friday 9am to 5pm.

### SECTION 4 – CHARGES AND EXPENSES (NOT RELEVANT TO THOSE IN RECEIPT OF PUBLIC FUNDING)

- 4.1 Our charges will be based either on a quoted fee, or a time based fee calculated by reference to the time actually spent by the solicitors and other staff in respect of any work done 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. Time is recorded and charged in units of 6 minutes,
- 4.2 Where a fee is quoted in advance, and unforeseen problems arise or additional work becomes necessary, we reserve the right to charge an increased fee to cover the extra work; but only if we have informed you of this before the increased fee is incurred,
- 4.3 Routine letters and emails are charged as 6 minute units of time and we charge for the time spent on making and taking telephone calls in 6 minute units, and considering incoming letters at units of 3 minutes per page,
- 4.4 In some types of work the fee will include a value element, a charge not exceeding 1% of the value to which the work relates. You will be specifically informed if this work includes such a value element,
- 4.5 The current hourly rates are set out below. We will add VAT to these at the rate that applies when the work is done; at present VAT is 20%.

<b>Group 1</b>	Solicitors with over 8 years post qualification experience	£282
<b>Group 2</b>	Solicitors and Chartered Legal Executives with over 4 years post qualification experience	£242
<b>Group 3</b>	Solicitors, Chartered Legal Executives and Fee Earners of equivalent experience	£196
<b>Group 4</b>	Trainee Solicitors, Litigation Assistants and other Fee Earners	£139
<b>Group 5</b>	Conveyancing Assistants	£132

- 4.6 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<sup>st</sup> 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,
- 4.7 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. 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. Where a charge reflecting any value element is to be added we will explain this to you,
- 4.8 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 certain expenses. We refer to such payments generally as 'disbursements',
- 4.9 It is sometimes necessary to provide photocopies of all or parts of the file for Counsel and/or the Court. Such disbursements will be charged on a rate per page basis as an additional disbursement to the file. Charging rate will be given on request,
- 4.10 If for any reason this matter does not proceed to completion, we will be entitled to charge you for work done and expenses incurred. We will be entitled to charge you for work done, calculated by reference to the applicable hourly rates and expenses incurred.

## **SECTION 5 – PAYMENT ARRANGEMENTS**

- 5.1 Administration of Estates. We will normally submit an interim bill at regular stages during the administration, starting with the obtaining of a Grant. The final account will be prepared when the estate accounts are ready for approval.
- 5.2 Property transactions. We will normally send you our bill following the exchange of contracts. Payment is required on a purchase prior to completion; and at completion on a sale. If sufficient funds are available on completion, and we have sent you a bill, we will deduct our charges and expenses from the funds.
- 5.3 Other cases and transactions. In other cases we reserve the right to send you interim bills on a regular basis if a matter is likely to take a period of months to complete. If your case is likely to fall into this category we will inform you at the beginning of your case. If interim bills are rendered we will expect them to be paid within 28 days of presentation, otherwise we reserve the right not to take your case any further.
- 5.4 It is normal practice to ask clients to pay sums of money from time to time on account of the charges and expenses expected in the following weeks or months. Often payments are required prior to work commencing. 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.
- 5.5 Payment of bills may be made by Visa Debit or Credit Card and arrangements can be made for regular payments by Standing Order. We do not accept cash payments over £200.
- 5.6 We do not accept payments for the benefit of third parties, eg conveyancing deposits or completion monies by Credit Card. Such payments must be made by BACS transfer or CHAPS payment
- 5.7 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. eg. a conveyancing completion will not take place unless all payments due to this firm are received prior to completion date.
- 5.8 Interest will be charged on a daily basis calculated at 8% per annum from the date of the bill if payment is not made within 28 days of delivery of the bill.

## **SECTION 6 – OTHER PARTIES' CHARGES AND EXPENSES**

- 6.1 In some cases a client may be entitled to payment of costs by some other person. It is important that you understand that in such cases the other person may not be required to pay all the charges and expenses you incur with us. You have to pay our charges and expenses in the first place and any amounts that can be recovered will be a contribution toward them. If the other party is in receipt of Public Funding no costs are likely to be recovered,
- 6.2 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,
- 6.3 You will also be responsible for paying our charges and expenses for seeking to recover any costs that the court orders the other party to pay to you,
- 6.4 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. In limited cases arrangements can be made to take out insurance to cover liability for such legal expenses. Please discuss this with us if you are interested in this possibility.

## **SECTION 7 – INTEREST**

- 7.1 Any money received on your behalf will be held in our general client account in compliance with the solicitor's accounts rules that are from time to time in force. We will account to you for any interest on those monies at the end of your case although we will not pay interest if the sum to be paid is £50 or less. The rate of interest that we pay to you shall not exceed the rate payable on our general client account.
- 7.2 If funds are held on a separate designated client deposit account, the interest earned on that account will be accounted to the client.

## **SECTION 8 – LIMITATION OF LIABILITY**

**NOTE: This section only applies to you if you are a business client i.e. where we act for you in the course of your trade, business or profession. It will not apply to you if we act for you as an individual outside the course of any trade, business or profession.**

- 8.1 We may include in the engagement letter which we send to you at the outset of your matter, a limitation on our liability in connection with the matter. Any such limitation will not be below the £3million required by the Solicitors Regulation Authority.
- 8.2 Unless the engagement letter specifically provides otherwise, you agree that we will not have any liability:
- 8.2.1 For any loss, damage or claim which arises as a result of , or in connection with, your use of our services except to the extent that such loss, damage, expense or claim is directly attributable to our deliberate act or our negligence ("our liability"), and that our liability will be subject always to a maximum of £3 million (for any one event or series of connected events):
- 8.2.2 For any loss you suffer as a result of any event or occurrence outside our reasonable control; or
- 8.3.3 In any circumstances for any loss of business, loss of profits, loss of anticipated savings, loss of or damage to data, third party claims or any consequential loss which you suffer. We strongly advise you to insure against all such potential loss, damage, expense or liability.

- 8.4 We do not exclude our liability (if any) to you for personal injury or death resulting from our negligence, for fraud or for any matter which it would be illegal to exclude or to attempt to exclude.
- 8.5 If any limitation or provision contained in this limitation of liability section is found to be wholly or partly invalid or unenforceable under any applicable statute or rule of law, it shall to that extent be deemed omitted, but the validity of the other limitations or provisions in this section, the remainder of the provision in question and our other terms of business shall not be affected.

#### **SECTION 9 – EQUALITY AND DIVERSITY**

- 9.1 This firm is committed to promoting equality and diversity in all its dealings with clients, third parties and employees, and is required to produce a written Equality and Diversity Policy. Please contact us if you would like us to send you a copy of that Equality and Diversity Policy.

#### **SECTION 10 – MONEY LAUNDERING**

##### **10.1 Proof of Identity**

The law now requires Solicitors, as well as Banks, Building Societies and others to obtain satisfactory evidence of the identity of their clients. This is because Solicitors who deal with money and property on behalf of their clients can be used by criminals wishing to launder money. In order to comply with the law on money laundering, we need to obtain evidence of your identity as soon as practicable. We should be grateful therefore if you could provide us with documents to verify your identity and address. This can include a passport, a driver's licence or some other form of photographic ID. If you do not have any of these items then two recent utility bills showing your name and address will be acceptable. Please note that we may also carry out an electronic search to provide evidence of your identity at the outset of your case. We may charge a fee for carrying out this search, the cost of which will be set out in your Client Care Letter. By agreeing to these Terms and Conditions, you agree to us carrying out such a search.

##### **10.2 Confidentiality**

Solicitors are under a professional legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to some statutory exemptions. By agreeing to these Terms and Conditions you authorise us to make any disclosure.

##### **10.3 Cash**

Our firm's policy is:

- 10.3.1 Only to accept cash from clients up to the sum of £200.00.
- 10.3.2 If funds of over £200.00 are deposited directly with our Bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds and for the cost of returning those funds where necessary.

#### **SECTION 11 – DATA PROTECTION**

- 11.1 During the course of our work for you we will naturally acquire information personal to you which will be stored both electronically and on our paper files. We use the information provided primarily for the provision of legal services to you and for related purposes including: Updating and enhancing client records, analysis to help manage our practice, statutory returns and legal and regulatory compliance.
- 11.2 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 advisors. You have a right of access under data protection legislation to the personal data that we hold about you.
- 11.3 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.
- 11.4 External firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files.

#### **SECTION 12 – OUTSOURCING OF WORK**

- 12.1 We may from time to time outsource work from within the firm such as typing, photocopying or electronic scanning of documents.
- 12.2 We ensure at all times that the organisations with which we entrust this work are bound by the same rules of confidentiality that we are. There are however always potential risks however small when information and documents are sent to a third party.
- 12.2 If you object to us outsourcing any work related to your case, please notify us in writing.

#### **SECTION 13 – INTRODUCTION AND REFERRALS**

- 13.1 In certain areas of work, mainly conveyancing, we may pay a referral fee to an "Introducer" (ie an Estate Agent) in return for receiving work from them. If your case is affected by this we will notify you at the outset and inform you of the terms of the referral in our engagement letter.

#### **SECTION 14 – SERVICES AND INSURANCE MEDIATION**

- 14.1 We are not authorised under the Financial Services & Markets Act 2000 to offer financial advice. As such we do not offer financial, insurance or investment advice.
- 14.2 If you need financial advice please contact an Independent Financial Adviser.

#### **SECTION 15 – TERMINATION OF INSTRUCTIONS**

- 15.1 You may terminate our retainer at any time by giving us notice in writing.
- 15.2 We may stop acting for you if:
- 15.2.1 You do not us give us clear and proper instructions.
- 15.2.2 You appear to us to have lost confidence in how we are carrying out your work.
- 15.2.3 Your work puts us in breach of the law or of the rules of professional practice which apply to us.
- 15.2.4 A conflict of interest arises

- 15.2.5 You do not pay our invoice (including any interim invoice) or make payment on account as requested.
- 15.2.6 There is some other good reason why we cannot continue to act. We will give you reasonable notice if we wish to stop acting for you in any of the above circumstances.

- 15.3 If any of the above happens you will still be responsible for our fees and expenses up to the date of termination and we are entitled to keep your papers and documents while any money remains owing by you to us.

#### **SECTION 16 – STORAGE OF DOCUMENTS**

- 16.1 After completing your case we will return any original documentation to you as appropriate and will keep only a digital copy of your file for no less than 7 years after the date of our final invoice. By instructing us you expressly authorise us to destroy your records after that time. We will not be responsible for any losses which may arise from the destruction of your records after the 7 year period or for the loss or destruction of any documents or consequential losses caused by fire, flood or any other cause beyond our control.
- 16.2 We are entitled to retain documents if you have not paid us for services which we have provided.
- 16.3 You may also ask us to look after important documents, for example Title Deeds or Wills in safe custody but we reserve the right to charge a fee for this service.
- 16.4 If deeds or documents are taken out of storage in connection with a current matter, no charge is made. In other circumstances, a charge may be made to cover the cost of obtaining the deeds or documents from storage and of any time which we spend in looking through them. A charge may also be made for any copying and postage expenses which may be incurred.

#### **SECTION 17 – COMMUNICATION BETWEEN YOU AND US**

- 17.1 We will aim to communicate with you by such method as you may request. Generally that communication will be by normal Royal Mail and therefore it is essential to ensure that you keep us informed should you change your address. If you opt for communication by e-mail then note the following provisions:
- 17.1.1 We may need to virus check discs or email.
- 17.1.2 Unless you withdraw consent, we will communicate with others when appropriate by email or fax but we cannot be responsible for the security of correspondence and documents sent by email or fax.
- 17.2 The Data Protection Act 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 we think may be of interest to you. Your particulars will not be circulated or referred to any other data base or business.
- 17.3 We comply with the Solicitors Anti-Discrimination Rules 2004. We have disabled access to our building by way of the entrance from Land of Green Ginger. Prior notification will be helpful.

#### **SECTION 18 – UNCLAIMED CLIENT MONIES**

- 18.1 Where we return client money held on account using a cheque which is not presented to our bank within 6 months, we will send you a reminder, and if the cheque is not presented within 30 days following that reminder we will take steps to pay the unclaimed sum to a registered charity on condition that the unclaimed sum would be refunded by the charity if a claim were made for it to be returned at a later date. In doing so, we would act in accordance with any requirements specified by the Solicitors Regulation Authority in relation to unclaimed client money.

#### **SECTION 19 – CERTAINTY**

- 19.1 If you have instructed this firm to prepare and complete your Will, we will register the Will on the Certainty National Will Register. If you do not wish your Will to be registered, please tick this box. ☐

#### **SECTION 20 – COMPLAINTS**

- 20.1 In the unlikely event that you are unhappy with the service provided please in the first instant contact the person who had conduct of your case who may well be able to resolve the matter informally between you. If the matter cannot be resolved on that basis, then please address complaints in writing to our Senior Director, Helen Drewery, who has responsibility for dealing with complaints.
- 20.2 We will always try to resolve any problems which may arise. If we are not able to resolve the problem the Legal Ombudsman provides a complaint and redress scheme and we will provide you with details of that on request.
- 20.3 If we are unable to settle your complaint using our internal complaints process alternative complaint bodies (known as Alternative Dispute Resolution services) such as Ombudsman Services, ProMediate or Small Claims Mediation exist which are competent to deal with complaints about legal services should both you and our firm wish to use such a scheme.
- 20.4 This complaints process also applies if you have a complaint about a bill. In this case you also have the right to object to the bill by making a complaint to the Legal Ombudsman. In certain circumstances you may have the right to apply to the court for assessment of our bill under part iii of the Solicitors Act 1974. There is also an Online Dispute Resolution service at <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage> This relates only to our online legal services.
- 20.5 If however all or part of our bill remains unpaid we may be entitled to charge interest on it.
- 20.6 The Solicitors Regulation Authority can help if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. Visit their website to see how you can raise your concerns with the [Solicitors Regulation Authority](#).

#### **SECTION 21 – CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013**

- 21.1 Off Premises Contracts  
If we have not met you in our offices then the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply to this file. This means you have the right to cancel your instructions within 14 working days of receiving your engagement letter. However, you can waive this right by signing a Notice to Proceed during Cancellation Period.
- 21.2 Proceeding during the 14 day cancellation period  
If you wish us to proceed during the 14 day cancellation period, please sign and return the attached Notice to Proceed form.

#### **SECTION 22 – CONTACTING US**

Our address is	:-	Graham and Rosen	8 Parliament Street, Hull, HU1 2BB
Our Telephone is	:-		(01482) 323123
Our Fax is	:-		(01482) 223542

Our email is :-

[law@graham-rosen.co.uk](mailto:law@graham-rosen.co.uk)

#### **SECTION 23 – REGULATORY INFORMATION**

- 23.1 Graham and Rosen is the trading name of Graham and Rosen Limited Registered in England number 07807656 Registered Office: 8 Parliament Street Hull HU1 2BB
- 23.2 Authorised & Regulated by the Solicitors Regulation Authority, number 568246
- 23.3 Solicitors Regulation Authority Handbook  
A copy of the Solicitors Regulation Authority Handbook can be viewed at <http://www.sra.org.uk/handbook/>
- 23.4 VAT Number 167039259
- 23.5 Details of our Privacy Policy can be found on our website.

#### **SECTION 24 – APPLICABLE LAW**

- 24.1 Any dispute or legal issue arising from our terms of business will be determined by the Law of England and Wales and considered exclusively by the English and Welsh courts.

#### **SECTION 25 – ACCEPTANCE OF THESE TERMS**

- 25.1 Your continuing instructions after receipt of these Terms and Conditions amount to your acceptance of them.
- 25.2 In any event please sign, date and return one copy of these Terms and Conditions to confirm your agreement to instructing us on the terms set out in this document.