

# CONVEYONLINE

From Woodhouse Solicitors

## Terms And Conditions Of Business

### Woodhouse and Company Solicitors

#### 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 commitment to you

We will:

- **REPRESENT** your interests and keep your business confidential.
- **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.
- **ADVISE YOU** if legal aid might be available to you.
- **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.
- **ADVISE** you on tax matters, but only if specifically requested to do so.

#### Our hours of business

- The normal hours of opening at our offices are between 9.00am and 5.00pm on weekdays.

#### People responsible for your work

- The partner responsible for dealing with your work will be Mr A W Major. The partner's assistant who may be able to deal with your queries and who will be pleased to take any message for you is Jenny Rowland. 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 changes and why it may be necessary.
- The partner of this firm with final responsibility for work done in this department is Mr A W Major.

#### 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, including e-mails, preparation of any details costs calculations, and time spent travelling away from the office when this is necessary. From time to time we may arrange for some of this work to be carried out by persons not directly employed by this firm. You will be charged at rates not greater than those set out below.
- Routine letters 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.
- 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 17.5%. Partners and Consultants £150.00 per hour.
- 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,

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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.

You should note that the usual period between exchange of Contracts and completion is approximately two to four weeks. In view of the considerable amount of additional work to expedite the procedure we would make an additional charge of £100.00 plus VAT if completion is required within ten working days of Contracts being exchanged.

- Solicitors have to pay out various other expenses on behalf of clients ranging from Land or Probate Registry fees, to 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'.
- If for any reason, this matter does not proceed to completion, we will be entitled to charge you for work done and expenses incurred.

### Payment arrangements

- Property transactions. We will normally send you our bill following the exchange of contracts and 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.
- 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.
- 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. 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 the 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 for you further.
- 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 Lloyds TSB Bank 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 were 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 conducting 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.
- We do not accept payments to us in cash in excess of £200. 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, which you incur with us. You have to pay 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.

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

### 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 one 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 have to 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. Insurance mediation activities and investment services, including arrangements for complaints or redress if something goes wrong, are regulated by the Solicitors' Regulation Authority. The register can be accessed via the Financial Services Authority website at [www.fsa.gov.uk/register](http://www.fsa.gov.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 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.

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- Under the Consumer Protection (Distance Selling) Regulations 2000, for some non-business instructions, you may have the right to withdraw, without charge, within seven 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 these Terms of Business as being responsible for your work. The Regulations require us to inform you that the work involved is likely to take more than 30 days.

### 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 request is refused, we will be entitled to stop acting and to require immediate payment of our 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 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 you have any concerns in this respect, please raise them with us immediately. 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.

### 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 arrange to carry out an electronic verification of your identity if we consider that a saving of time and cost will be achieved by doing so. The cost of any such search will be charged to you. If the amount is in excess of £10 including VAT, we will seek your prior agreement.
- Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception: legislation on money laundering and terrorist financing has placed 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 to make a 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'. Where the law permits us, we will tell you about any potential money laundering problem and explain what action we may need to take.
- Our firm may be subject to audit or quality checks by external firms or organisations. We may also outsource work. This might 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.
- In order to comply with court and tribunal rules, all documentation relevant to any issues in litigation, however potentially damaging to your case, have to be preserved and may be required to be made available to the other side. This aspect of proceedings is known as 'disclosure'. Subject to this, we will not reveal confidential information about your case except as provided by these terms of business and where, for example, your opponent is ordered to pay your costs, we have to meet obligations to reveal details of the case to them and to the court.

### Communication between you and us

- Our aim is to offer all our clients an efficient and effective service at all times. We are proud that 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 Mr Major. If you still have queries or concerns, please contact our client services manager,

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Mr Woodhouse at Woodhouse and Company, 22 Waterloo Road Wolverhampton WV1 4BL. Mr Woodhouse is the client care partner to whom any final difficulty can be reported.

- We will aim to communicate with you by such method as you may request. We may need to virus check disks or e-mail. Unless you withdrawn consent, we will communicate with you and 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 our 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.

### Terms and conditions of business

- Unless otherwise agreed, and subject to the application of then current hourly rates, 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 may not be possible for us to start work on your behalf until one copy of them has been returned to us for us to keep on our file.

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

Signed:-

Print Name:-

Signed:-

Print Name:-

Dated