

Terms of Business

(Version T19)

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 hours of business

The normal hours of opening are between 9.00 am and 5.00 pm on weekdays. Appointments can be arranged at other times when this is necessary.

Charges and expenses

Our charges will be calculated mainly by reference to the time we actually spend on any work which we do on your behalf. This may include meetings with you and perhaps others; reading, preparing and working on papers; making and receiving telephone calls, e-mails, faxes and text messages; preparation of any detailed costs estimates, schedules and bills; attending at 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-mails and texts that we send and routine telephone calls that we make and receive are charged at one-tenth of the hourly rate. Other letters, e-mails and calls are charged on a time spent basis.

The current hourly rates are set out below. We will add VAT to these at the applicable rate.

	£
Category A fee earners (solicitors who have been qualified for more than 8 years or Senior Probate Executives who have been practising more than 10 years)	275.00
Category B fee earners (solicitors who have been qualified for more than 4 but less than 8 years or chartered legal executives who have been qualified for more than 4 years)	250.00
Category C fee earners (solicitors who have been qualified for up to 4 years or chartered legal executives who have been qualified for up to 4 years)	220.00
Category D fee earners (other fee earners, including trainee solicitors)	190.00

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 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 searches, 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 items at the applicable rate. By signing the letter confirming your instructions to act, you are giving us the authority to make these payments on your behalf.

If, for any reason, this matter does not proceed to completion, we will be entitled to charge you for work done and expenses incurred.

Mileage is charged at 45p per mile plus VAT.

People responsible for your work

The person who handles work is called a fee earner. We will try to avoid changing your fee earner but if this cannot be avoided, we will tell you promptly of any change and why that is necessary.

Payment arrangements

Property transactions. We will normally send you our bill following 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 of Representation. 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 bills 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 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 must reserve the right to stop acting for you further.

Payment is due on delivery of our Bill. If it is not paid within 28 days, interest will be charged on a daily basis at 8% from the date of the bill.

We are legally entitled 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 accept the following payment methods: all major debit cards, direct payments into our account, details of which are available on request. We do not accept credit cards or charge cards such as American Express and Diners Club. Monies due to you from us will be paid by bank transfer, 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 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 retain the balance of that interest.

You will also be responsible for paying our charges and expenses in seeking to recover any unpaid costs, disbursements and rechargeable expenses that the court orders the other party to pay to you.

If you are unsuccessful in a court case you may be ordered to pay the other party's legal costs, disbursements or rechargeable expenses. That money will 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.

Service levels

We are committed to providing you with a high level of service. We will therefore aim to do the following:

- Update you by telephone or in writing with progress on your matter regularly.
- Communicate with you in plain language.
- Explain to you by telephone or in writing the legal work required as your matter progresses.
- Update you on the cost of your matter.
- Update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances.
- Update you on the likely timescales for each stage of this matter and any important changes in those estimates.
- Continue to review whether there are alternative methods by which your matter can be funded.
- To assist us we require you to do the following:
 - Provide us with clear, timely and accurate instructions.
 - Provide all documentation required to complete the transaction in a timely manner.

- Safeguard any documents that are likely to be required at a future date to comply with your instructions.

Interest payment

Any money received on your behalf will be held in our client account. Subject to the SRA Accounts Rules 2019, we are required to pay a 'fair' sum of interest, which will be calculated and paid to you at the rate from time to time payable on Barclays Bank's Client Accounts. The period for which interest will be paid will normally run from the date(s) on which funds are cleared until the date(s) of issue of any payment(s) from our Client Account.

Any interest payment is subject to the cumulative interest exceeding £100.00. This is because our additional time spent calculating interest and dealing with processing additional payments would result in administrative charges of not less than £100.00. It is therefore counter-productive and of no cost benefit to you as the client to incur this charge when one can offset the other.

Please also note, that where the interest calculated exceeds £100.00, but the client money is held for less than 10 days, interest shall not be paid. The SRA Accounts Rules 2019 provides that client money that is received, must be for an underlying legal purpose. In most cases, therefore funds are not held for long enough to accrue significant amounts of interest. That said, it is possible that, for example, we receive deposit monies on a house or commercial purchase the day before an expected completion, only for completion to become delayed by a few days. If that sum of money was substantial, then the interest accrued may have exceed £100.00. In that scenario, if the monies were held by us for less than 10 days, no interest would be payable to you.

Where a client obtains borrowing from a lender in a property transaction, we will ask the lender to arrange that money is sent to us via telegraphic transfer so that we receive it the day before completion. 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 their telegraphic payment.

In the interests of transparency and fairness, we do not charge our client's interest on our accrued chargeable time; neither do we charge success fees on our accrued time where matters are not invoiced for several months due to the nature of the instructions. For example, a probate which might run for several months before we are able to raise an invoice. In signing our client care letter, you are agreeing to our fair policy on Interest Payments.

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 such period as notified when we archive your file. 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. We may, however, make an administration charge of £35.00 plus VAT 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 Conduct Authority, as we are not. 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 Conduct Authority. We are, however, included on the register maintained by the Financial Conduct 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 Conduct Authority website at www.fca.org.uk/firms/financial-services-register.

Distance selling

If we have not met with you face to face the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (formerly Distance Selling Regulations) gives you the right to cancel your agreement with us at any time during the fourteen days commencing with the day after our meeting with you away from our normal place of business. You can cancel your instructions in writing by posting them to our office at Newfoundland House, 4 Regent Street, Teignmouth, Devon, TQ14 8SL or by email to law@scottrichards.co.uk.

It is in your interest that we start work as soon as possible. Please, note, therefore, that if you sign and return our letter confirming your instructions to act, you authorise us to start work immediately. This means that you lose the right to cancel under these Regulations. By signing the aforesaid letter, you also agree to the time for us to complete your work being extended beyond the period envisaged by the above Regulations. If you do end your instructions to us in writing, we will be entitled to charge up until that point on an hourly basis as set out in these terms of business. We will also be entitled to be repaid any disbursements or rechargeable expenses incurred on your behalf. Until any charges and disbursements rechargeable expenses are paid in full we will be entitled to retain any papers and documents belonging to you.

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.

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 our costs, disbursements rechargeable 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 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 are required to carry out an electronic verification of your identity, including an anti-money laundering check. The cost of this check will be charged to you. This type of check often results in a soft search entry on your credit report. This does not affect your credit score and is not visible to lenders, but it may be visible to you when you check your own credit report.

Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation may be 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 National 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.

We 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 costing files, 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.

Privacy Notice

Scott Richards Solicitors is a partnership and a 'controller' under the General Data Protection Regulation (GDPR) and Data Protection Act 2018.

The basis on which we process your personal data is for one or more of the following reasons:

- It is necessary for the performance of our contract with you
- Updating and enhancing client records
- Analysis to help manage our practice
- Statutory returns
- Legal and regulatory compliance
- You have given us your consent, which can be withdrawn at anytime by advising our Operations Manager Hayley Smithurst.

Our use of that information is subject to your instructions, data protection law and our duty of confidentiality.

Please note that our work for you may require us to pass on such information to third parties such as medical experts, barristers, expert witness including sometimes advisors appointed by another party to your matter. We may also give such information to others who perform services for us on your behalf such as financial advisors or estate agents and surveyors, process servers and other professional advisors. Our practice may be audited or checked by a regulator or our accountants or by other organisations. We do not normally copy such information to anyone outside the European Economic Area, however, we may do so when the circumstances of your matter so require. All such third parties are required to maintain confidentiality in relation to your files.

You have a right of access under the data protection law to the personal data we hold about you. We seek to keep that personal data correct and up to date. You should let us know if you believe the information we hold on you needs to be corrected or updated.

We have appointed a Data Protection Supervisor as our representative for the purposes of the GDPR. Our Data Protection Supervisor is Jamie Dyson. He is supported in this role by our Operations Manager, Hayley Smithurst. If you have any further questions regarding how we store or process your data, then please direct them to Hayley Smithurst.

Data Protection in relation to money laundering checks

We will receive personal data from you for our money laundering checks, such as a copy of your passport or driving licence and either a utility bill or bank statement. These will be processed only for the purpose of preventing money laundering and terrorist financing, or as otherwise permitted by law or with your express consent.

Data Protection - Your Obligations

If you send us personal data about anyone other than yourself you will ensure you have the appropriate consents and measures in place to enable you to transfer that personal data to us, and so that we may use it for the purpose for which you provide it to us.

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. Should there be any aspect of our service with which you are unhappy, please refer to our complaints procedure. You will be supplied with a copy of this when we write to confirm your instructions.

We will aim to communicate with you by such method as you may request. We may need to virus check discs or email. 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.

Apart from the immediate matter that we are handling, we like to send our clients information that we think might be of interest to them. That can include information about legal developments or publicity information about us and our services. If you indicated that you were happy to receive such information by ticking the opt in box on the client care letter and have now changed your mind and want to opt out please contact us on 01626772441 alternatively unsubscribe@scottrichards.co.uk. To help us correctly identify you, please include your full name, address and your email address.

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 of business

Unless otherwise agreed, and subject to the application of the then current hourly rates and to any amendments to VAT, these terms of business shall apply to any future instructions given by you to us.

Although your continuing instructions in this matter will amount to an acceptance of these terms of business, it may not be possible for us to start work on your behalf until one copy of our client care letter has been signed and returned to us for us to keep on our file.