

# ROTHERAS

## Terms of Business and Service Commitments

### The Partnership

Rotheras is a partnership consisting of limited companies details of which can be found on our website, letterhead and/or on request. We use the word 'partner' to refer to the directors of the limited company partners.

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### Our Offices // Rotheras has 7 offices:

The main office is at 2 Kayes Walk, Stoney Street, The Lace Market, Nottingham NG1 1PZ. Details of our other offices are available on our website [www.rotheras.co.uk/offices](http://www.rotheras.co.uk/offices).

Normal office hours are between 9.00am and 5.00pm on weekdays. Appointments can be made outside those hours if necessary, subject to the availability of the person acting on your behalf.

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### Service Commitment // We will try to:

- Keep you regularly informed of progress on your matter
  - Explain the legal work and the processes involved
  - Communicate in plain language
  - Advise you of the costs incurred and the risk and benefit of pursuing a matter
  - Inform you of the likely timescale involved
  - Account to you promptly at the end of your matter for any money due
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### SRA Standards and Regulations

We are governed by the SRA Standards and Regulations, full details of which are available at the Solicitors Regulation Authority website at [www.sra.co.uk](http://www.sra.co.uk) or via a link at our website at [www.rotheras.co.uk](http://www.rotheras.co.uk).

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### Charges and Expenses // Our charges take into account these factors:

- The time we spend dealing with a case includes meetings with you and others; time spent travelling; considering, preparing and working on papers and correspondence; making and receiving telephone calls and emails. We will tell you separately the current hourly rates for people acting on your behalf. The hourly charging rates take into account all the usual costs of running an efficient business and are reviewed annually – usually in April. We will tell you of any changes.
- The complexity of the issues involved; the speed at which action must be taken; the level of expertise or specialist knowledge required and the value of the property or subject matter involved. In these cases we may increase the level of hourly rate or make an additional charge based on the value of the transaction. Where the Legal Aid Agency pays our charges, the hourly charging rate will be the amount allowed by the Agency at the current Public Funding rates.
- In addition we may incur expenses (disbursements) on your behalf. We will tell you what these are likely to be. These are such as search fees, Court fees, courier services, bank transfer fees, and fees paid for barristers and expert witnesses. Usually we will ask you to put us in funds before we make these payments. By instructing us, you give us authority to incur and pay disbursements for the proper conclusion of the matter including search fees, barristers, company or local agents, travelling expenses, any costs relating to the verification of your identity and any other services we believe to be reasonably required.
- VAT at the current rate is added to our charges and to some payments we make to others on your behalf.
- You will be separately provided with a written quotation or a written estimate of our charges and disbursements payable. Sometimes it may be impossible to accurately predict charges as there can be so many variable factors in the progress of a matter but we will do our best to give as an accurate an estimate as possible based upon the facts available at the time. This will be subject to review as the case proceeds. Your continued instruction will be treated as an informed acceptance of any amended quotation or estimate.

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## Payments by you

From time to time we may ask you for money on account of our charges and the expenses we will be paying for you. This helps to avoid delay in the progress of your case.

To help you budget we shall send you an interim account or requests for payment on account of our charges and expenses at appropriate stages. Please pay any requests for payment immediately to allow us to continue working on your file.

We shall send a final bill after completion of the work. Payment is due within fourteen days, or on completion in a conveyancing transaction.

If you do not pay us within fourteen days, we will charge you interest on the amount due at such rate as may from time to time be payable on judgment debts under statute from the date on which payment is due. We may also decide not to carry out any more work on your behalf until you have paid any sums due.

Matters that proceed through a court or tribunal are subject to specific rules and costs, some of which can be triggered by the result itself or interim orders. Your potential entitlement or exposure to a costs order will be explained by the fee earner dealing with your case BUT regardless of any such order you remain solely responsible for the payment of our invoices regardless of whether a third party has been ordered to make a contribution. You will also be responsible for paying any costs of seeking to recover the costs that the court/tribunal orders to be paid to you.

Any client who fails to comply with a court or tribunal order or is unsuccessful in a case may be ordered to pay some or all of the other party's legal costs. That money may be payable in addition to our costs.

Arrangements may be made to take out insurance to cover liability for another party's costs. Please discuss this with the fee earner dealing with your case.

If we are conducting your case on a Conditional Fee Agreement or a Contingency Fee Agreement, additional terms are included in the accompanying letter or separate written agreement which will be explained to you and signed by you separately. Such an agreement only displaces those elements of this document that are inconsistent with it.

There are internal and external regulatory limits on the amount of cash we can accept. Please consult us before paying more than £1,000 in cash.

We accept payment of our charges and expenses (but not for deposit or completion monies) by all major debit cards and credit cards.

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## Paying you

We will send funds to you by cheque or to a bank in your name (or to a joint account where you are one of the account holders). We will not make payments to third parties unless exceptional circumstances exist and a compliance partner has authorised the payment. **Please note** that if your bank account details change during the transaction you must attend one of our offices in person to confirm the new bank details.

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## 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 personal guarantee for our charges and expenses. If such a 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. Furthermore, in the event of non-payment of an invoice rendered to a limited company we reserve the right to hold the directors of the limited company personally, jointly and separately liable for the unpaid costs.

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## Interest

If we have held funds on your behalf, you may be entitled to interest in accordance with the SRA Accounts Rules. Interest is assessed on a fair basis and subject to regular review in the light of various factors including current interest rates. Currently interest is only payable if it comes to more than £25.00. Our written policy on the payment of interest is available on request.

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## Proof of Identity

We are required by law to report to the authorities if, in the course of our work, we form reasonable suspicions that any person has benefited or is benefiting from any criminal offence. Subject to a client's right to legal professional privilege, which is not available in every situation, failure on our part to make a report in these circumstances would mean that we ourselves would commit a serious criminal offence.

In order to comply with the obligations, we will take steps to satisfy ourselves as to your identity by the provision of original documents and, in certain circumstances, the identity of other individuals with an interest in matters in respect of which we are instructed. In addition, we may ask you questions about the origins of any income, money or other property. If proof of identity is not provided when requested we may cease to act for you. However, you will still remain liable for any cost of any work carried out.

Ordinarily we need to see either one item from List A and one from List B or two different items from List A of which one must show your address:

### List A:

- Current Passport
- Current UK photo-card Driving Licence
- Current H M Armed Forces identity card
- Current EU member state identity card
- Firearm or Shotgun certificate
- Current disabled blue badge

Please note that depending upon your status and the nature of the work to be undertaken we reserve the right to request additional evidence of identification.

### List B:

- Council Tax bill for the current year
- Utility bill less than three months old
- Bank, building society or credit card statement or passbook less than three months old containing current address
- Original notification letter from the Department of Work and Pensions confirming the right to benefits
- HMRC tax statement or notice of coding for the current year
- Mortgage statement that is no more than twelve months old
- Local Authority or Housing Association rent book for the last three months

These lists are not exhaustive and we will be able to advise you about any other suitable forms of identification.

We may validate name, address and other personal information supplied by you against appropriate third party databases. By accepting these Terms of Business you consent to such checks being made. In performing these checks personal information provided by you may be disclosed to a registered Credit Reference Agency which may keep a record of that information.

This is done only to confirm your identity. A credit check is not performed and your credit rating will be unaffected.

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## **Proof of Identity // Continued:**

We have no liability to you or to any other person where any loss, damage or delay is caused by our need to comply with any statutory or regulatory requirement or to await clearance of cleared funds.

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## **Confidentiality**

Solicitors are under a professional and legal obligation to keep the affairs of clients confidential.

The obligation is subject to the law relating to money laundering and terrorist funding. This places solicitors under a legal duty to disclose information to the National Crime Agency in certain circumstances. 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 money laundering disclosure. If this happens, we will not be able to inform you that the disclosure has been made or the reasons for it as the law prohibits "tipping-off".

Occasionally we may be required to produce all or part of our file to assessors or auditors as part of our financial audit or quality check. This may include the Solicitors Regulation Authority, Lexcel, the Legal Aid Agency, The Conveyancing Quality Scheme and the Law Society. We may also give information from our file to third parties, such as expert witnesses, and other professional advisors, including barristers. If you do not wish your file to be used in this way, please let us know as soon as possible. In addition, where we must make a notification under the terms of our professional indemnity insurance policy, information about you and your file may be seen by our insurers.

From time to time we may also need to outsource services such as word processing, photocopying or costing files. We will always seek a confidentiality agreement with these outsourced providers. If you do not want our file to be outsourced, please tell us as soon as possible.

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## **Storage of Papers and Documents**

When we have finished working for you we are entitled to hold onto your papers and documents while money is owing to us for charges and expenses. We will keep our file of papers (except for any documents you have asked us to return to you) for no more than six years save for those categories of work set out in our Privacy Information Policy which is available on request and on our website. We may destroy the file after six years but we will keep any documents you have asked us to retain in safe custody, such as wills, deeds or other securities. There is no safe custody charge. You agree that we may charge you for retrieval of a file. In addition if we are asked to send stored papers or documents or the file to you or to someone else, or to copy items from the file, you agree that we may make a charge for doing so. The charge will be based on the time spent and the costs of copying and retrieval. You also agree that we may charge for reading, correspondence and other work necessary to comply with your instructions or such request.

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## **Equality and Diversity**

We are committed to ensuring that our clients are treated fairly, and will not experience inequality, prejudice or discrimination on the grounds of age; colour; disability; family responsibility; gender; health; marital and civil partnership status; pregnancy and maternity; nationality; race or ethnic group; religion or belief; sexual orientation; or other irrelevant criteria.

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## **Your right to cancel our services**

If your instructions were not given to us at a face-to-face meeting, in other words at a distance, most typically over the telephone or online, you have the right to cancel these instructions without giving any reason in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 without any cost to you within 14 working days of receiving this document. These Regulations also apply when we have received confirmation that you want us to act at a meeting away from our office such as your home or at hospital. You can cancel the agreement by delivering, faxing, e-mailing or posting a note to this office cancelling your instructions or, in the alternative, complete the cancellation form which is on our website at [www.rotheras.co.uk](http://www.rotheras.co.uk). If you sign and return this letter before the cancellation period expires, you are agreeing that to avoid any delay in the transaction we may start work on your behalf straight away. Once you have agreed for us to start work on your matter, you may be charged if you then subsequently cancel your instructions within the cancellation period. Please also note that you lose the right to cancel under these Regulations if the service provided under the terms of this letter have been fully performed at your request and accordingly you acknowledge that you lose the right to cancel once the contract has been completed.

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## **Termination**

Subject to your rights under the above detailed Regulations, you may terminate your instructions to us at any time. We will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. In some circumstances we may stop acting for you. For example, if you are not able to give clear or proper instructions; if it is clear that you have lost confidence in the way we are carrying out your work; if you have failed to pay an interim account or meet our request for money on account. We will give you reasonable notice if this is the case.

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## **Limits of our Responsibilities to you**

Unless expressed and specifically instructed we shall not be under a duty to advise on the effect of tax law in relation to any matter.

When acting in transactions involving property (including corporate transactions) we shall not (unless we agree in writing to do so at your specific request) be under a duty to investigate or make enquiries as to any environmental matters. This includes but is not limited to possible contamination and susceptibility to flooding. Additionally we shall not be required to advise on any reports which are or have been obtained in relation to environmental matters.

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## **Complaints**

Our firm is committed to high quality legal advice and client care. If you are unhappy about any aspects of the service you have received or about the bill, please contact the fee earner dealing with your matter in the first instance or the person with overall supervisory responsibility. If this is not resolved to your satisfaction please contact complaints handling partner Mr Richard Hammond at our Nottingham office (telephone number 0115 910 6267 or at [r.hammond@rotheras.co.uk](mailto:r.hammond@rotheras.co.uk)). We have a procedure in place which details how we handle complaints which is available either from Mr Hammond or at our website. We have 8 weeks to consider your complaint. If we have not resolved it within this time you may complain to the Legal Ombudsman.

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## Complaints // Continued:

If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman to consider the complaint. Details about who can complain and about what they can complain about are available from the Legal Ombudsman's website, and a list of those clients who are entitled to use this procedure is also available on our website. The contact telephone number is 0300 555 0333, the address is enquiries@legalombudsman.org.uk or you can write to PO Box 6806, Wolverhampton, WV1 9WJ. Normally, you will need to bring a complaint to the Legal Ombudsman within 6 months of receiving a final written response from us about your complaint or within 6 years of the act or omission about which you are complaining occurring (or if outside of this period, within 3 years of when you should reasonably be aware of it).

Alternatively, you may be entitled to have our charges reviewed by the Court. The procedure is set out in Part III of the Solicitors Act, 1974. You should be aware there are strict time limits applicable to this procedure and you may, therefore, wish to seek independent legal advice. Please note the Legal Ombudsman may not consider a complaint about a bill if you have applied for detailed assessment. We may also be entitled to charge interest on any outstanding sums from any invoices that are unpaid in full or part.

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## Email

We can correspond with you and others on your behalf by post or email. However, the use of email is not secure and may result in someone other than the intended addressee becoming aware of its contents. Emails are not encrypted. Unless you instruct us otherwise, we will treat your acceptance of these terms as your consent for us to correspond with you or others on your behalf by email. You acknowledge that there is a potential risk and you agree that where our emails are properly addressed we shall have no liability for any costs, claims, loss or damages whatsoever arising as described above.

**Please be aware that we do not notify changes to important business information, such as bank account details, by email. If we send you our bank details by email these will always be by way of attachment to the email and never included in the body of an email message. In addition, please note we will not make payments to a bank account where details are only provided by email. There will need to be appropriate verification of your bank details to be advised by the fee earner dealing with your matter.**

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## 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 General Data Protection Regulations (GDPR) 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 including barristers. You have the right of access under GDPR to the personal data that we hold about you. Your Subject Access Request rights are set out on the website and are also available on request. We may from time to time send you information that we think might be of interest to you but we will only do so if we have your expressed consent as detailed in our Privacy Information Policy which is also on our website and available on request. Our Data Protection Team can be contacted at dataprotection@rotheras.co.uk or by telephoning 0115 910 0600.

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## Provision of Service Regulations 2009

We comply with the above regulation by displaying the required details of our Professional Indemnity Insurance in each of our offices, or alternatively is available at our website.

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## Limitation of Liability

By instructing us, you agree that the amount that we should be liable to pay you, in total, on any claim or linked series of claims shall not exceed £3m (£3,000,000) under the terms of our primary cover under our professional indemnity insurance. If you do not consider this amount adequate and require a higher limit of indemnity, we may be able to purchase additional cover from our insurers, but this will be an additional costs payable by you. If this is what you require you should notify us immediately in writing.

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## Financial Services

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activity as an ancillary insurance intermediary, 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 Solicitors Regulation Authority and the Legal Ombudsman. The register can be accessed via the Financial Conduct Authority website at: [www.fca.org.uk/firms/financial-services-register](http://www.fca.org.uk/firms/financial-services-register).

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## Applicable law and jurisdiction

- The law applicable in regard to the provision of legal services pursuant to these Terms of Business shall be that of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction in respect of any matter arising between the client and Rotheras.
  - Unless otherwise expressly agreed in writing, these terms apply both to the matter in respect of which this document was issued to you and all other work done for you after the date of these Terms of Business. If a revised edition of these terms is sent to you that edition will apply.
  - If in relation to any particular matter we enter into a conditional fee agreement or a contingency fee agreement with you, then in the event of any inconsistency between these terms and that agreement, the terms of that agreement shall prevail but only in relation to that particular matter.
  - We may make changes to these Terms from time to time by giving written notice to you.
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The essence of a good solicitor and client relationship is communication. We will always be happy to discuss the matter with you. We hope that if during the progress of your matter you feel there is any information you need, you will ask.

**Our VAT number is 117 077 088. January 2020, 7th Edition.**