

# Latham & Co

## Solicitors

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### Terms of Business

#### Version: 9 – December 2018

##### Introduction

We aim to offer our clients quality legal advice with a personal service at a fair cost. These terms of business and our accompanying client care letter set out the basis on which we will provide our professional services.

At Latham & Co we are committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. Please ask if you would like to see a copy of our equality and diversity policy.

We are subject to the regulation of the Solicitors Regulation Authority whose rules can be consulted at [www.sra.org.uk/rules](http://www.sra.org.uk/rules).

##### Service levels

As your matter progresses we will:

- Communicate with you in plain language;
- Advise you on the likely timescale of the matter, where it is possible to do so, and keep you informed of any changes to it;
- Do our best to reply quickly to correspondence;
- Keep you regularly informed of progress and the work that we are doing on your behalf, including any changes to the law that might have a bearing on your matter;
- Tell you about any delays and explain the reasons;
- Explain the effect of any important documents;
- Tell you about staff changes that might affect you;
- Advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter;
- Update you on the costs position and tell you if any estimate needs to be reviewed.

You can help us by:

- Giving us clear instructions;
- Safeguarding any documents relevant to your matter, even where harmful to it;

- Letting us know if you are unsure over any aspect of your matter;
- Telling us about any important time limits that you are under, or if you are going to be away for any length of time;
- Responding promptly to any questions that arise and providing all documents required in a timely manner.

Where we are instructed by more than one person, firm or company on the same matter, we will only be able to act on the basis that we can be fully open about the instructions to all of those instructing us. We will be unable to act where one client to a matter requests that we keep certain information from another client involved in the same matter. Where we act for two or more clients on the same matter it is on the understanding that we are authorised to act on instructions from any one or more of them.

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 charges on an hourly basis and expenses as set out earlier. Instructions are accepted from a limited company on condition that all the directors of the company are personally and jointly and severally liable for any sums due to us for costs and expenses.

##### Office hours

Our offices are open from 9am to 1pm and then from 2pm to 5pm Monday to Friday excluding bank and public holidays.

##### Methods of communication

We will aim to communicate with you by such methods as you may request. Unless you withdraw consent, we will communicate with you and with others when appropriate by post, email or fax but we cannot be responsible for the security of correspondence and documents sent by post, email or fax.

##### Charges and expenses

Our charges are based on the hourly rates set out in our client care letter, including secretarial time. We will review our charging rates from time to time and any changes will be notified to you in advance of their taking effect.

Where others are required to assist with your matter, we will charge you the following hourly rates for their work.

Partners and Consultants	230
Solicitors	210
Legal Executives, Senior Executives	210
Executives	185
Trainee Solicitors	160
Junior Executives/Personal Assistants	145

The basis of charging depends on the nature of the case or transaction. Time spent on your matter will include meetings with you and others, any travelling, considering, preparing and working on papers, correspondence and making and receiving telephone calls. All work is charged on the basis of 6 minute units equivalent to one tenth of the hourly rate. Routine letters, e-mails and texts that we send or receive; and routine telephone calls that we make and receive of less than 6 minutes are charged at one tenth of the hourly rate (one unit).

In addition to the time spent, we may take into account a number of factors, including the complexity of the issues, the speed at which action must be taken, the expertise or specialist knowledge which the matter requires and, if appropriate, the value of the property or subject matter involved. Our charges may be higher if, for example, the matter becomes more complex than expected. We will notify you of this.

VAT is payable in addition at the applicable rate (currently 20%). We are registered for VAT under GB 660651051.

In addition, we will charge you for any expenses, together with any VAT, we incur on your behalf ('disbursements') such as travel, Counsel's fees, and agents' charges. We will usually ask you to pay for any disbursements to be incurred in advance in cleared funds.

We confirm that we have discussed with you how you will pay our costs, including whether you are eligible and should apply for public funding and whether any other form of funding may be available to you, including pre-purchased insurance, a conditional fee agreement or assistance from someone else, such as an employer or trade union. Unless otherwise stated in our client care letter, these terms of business are offered on the basis that no such funding is available or you have chosen not to take it up.

In the event of our retainer being for more than one individual or company, the liability for our costs will be joint and several.

### Money on account

We may require you to pay us a reasonable sum on account of costs. This will be held in client account and we shall account to you for interest in accordance with the Solicitors' Accounts Rules published by Solicitors Regulation Authority.

We may use your money held on account of costs to pay disbursements incurred on your behalf even though not yet invoiced to you.

### Cash

Our firm's policy is to only accept cash up to £250.00. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds.

Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

### Invoicing and payment

Property transactions: We will normally send you our bill following exchange of contracts and payment is required on a purchase prior to completion, and on a sale at completion. 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, although we may at our discretion vary or discontinue this practice. The final account will be prepared when the estate accounts are ready for approval.

In other matters, it is our normal practice to ask clients to pay interim bills at monthly or other agreed intervals, although we may at our discretion vary or discontinue this practice. We will submit a final bill on completion of the matter.

Payment is due to us within 28 days of our sending you a bill. Interest will be charged on all outstanding sums on a daily basis at 8% per annum from the date of the bill where payment is late.

You have the right to object to any bill of costs submitted to you for payment and to apply to the court for an assessment of the bill under Part III of the Solicitors Act 1974.

## **Costs**

In some cases, and transactions, you may be entitled to payment of costs by some other person, for example if you win your court case and a costs order is made against your opponent. 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 it is unlikely that any costs will be recovered. The other person will not be liable to pay the VAT element of your costs if you are able to recover the VAT yourself.

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. 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.

If you are unsuccessful in a court case, you may be ordered to pay the other party's legal charges and expenses. Those charges would be payable in addition to our charges and expenses. You may have an insurance policy in place that covers such costs; if not, it may be possible to make arrangements for After the Event insurance to cover liability for such legal expenses. This is insurance put in place after the event that causes the claim. We will investigate the possibility of obtaining such insurance for you.

## **Interest**

Any money received on your behalf will be held in our client account. Interest will be calculated and paid to you at the rate set by HSBC Plc, although that rate may, of course, change. The period for which interest will be paid normally runs from the date(s) when funds are received by us until the date(s) on the cheque(s) issued to you. We will account to you for interest on this money, in accordance with the current SRA Accounts Rules 2011 but we do not account to clients if the interest earned is less than £30. Generally, such interest is paid to UK resident clients without deduction on account of tax and should be declared by recipients to the appropriate taxing authorities accordingly.

## **Money held by firm**

We bank with HSBC Bank PLC and have notified the bank that we deposit monies from multiple clients into a single account. On this basis, we are advised that funds held by us on behalf of clients who are individuals or small businesses are covered by the Financial Services Compensation Scheme (FSCS) in case of a bank collapse, which is currently limited to £85,000 (or such other amount as may be enforced from time to time). Please note that if you also account with HSBC Bank PLC then the FSCS would, in calculating the £85,000 limit would add all monies held in your name together with all funds belonging to you held in our client account. We will not be liable to any client for any monies lost by virtue of a bank collapse, failure or any similar event, nor will we be liable for any consequential loss arising from an inability to withdraw such funds, other than may be prescribed by law or by the Solicitors Regulation Authority.

## **Termination of retainer**

You may end your instructions to us in writing at any time. We may decide to stop acting for you only with good reason, e.g. if you do not pay an interim bill, fail to give us instructions or there is a conflict of interests. We must give you reasonable notice if we decide to stop acting for you. If you or we decide that we should stop acting for you, you will pay our charges and expenses up until that point. Our charges are calculated on an hourly basis or by proportion of the agreed fee.

## **Complaints Procedure**

We are committed to providing high quality legal advice and client care. If you are unhappy with any aspect of the service that you have received, or about the bill, please contact Ms Carolyn Hull by post or by email to:

[carolynhull@lathamlawyers.co.uk](mailto:carolynhull@lathamlawyers.co.uk)

We will fully investigate your complaint and endeavour to resolve it internally or by referring it to an independent complaints handler. If for any reason, we or the independent complaints handler are unable to resolve any problem, you have the right to complain to the Legal Ombudsman at the conclusion of our complaints process. The Legal Ombudsman for England and Wales was established by the Office for Legal Complaints under the Legal Services Act 2007, to look at your complaint. The contact details for the Legal Ombudsman are:

(web) [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk);

(post) P O Box 6806, Wolverhampton, WV1 9WJ;

(telephone) 0300 555 0333 (if calling from overseas +44 121 245 3050); or  
(email) [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk).

There are time limits as to when you can make a complaint to the Legal Ombudsman. These are as follows:

- a) Six years from the date that the act/omission you are complaining of occurred, or
- b) If the act/omission took place before the 6 October 2010 or was more than six years ago, you must complain within three years from the date that you ought reasonably to have known that there were grounds for complaint, and
- c) In addition to the above, if you have already raised a complaint with us, you must contact the Legal Ombudsman within 6 months of receiving a final response from us.

Please note that the date of the act or omission you are complaining of, or the date at which you should reasonably have known there was cause for complaint must have been after 5 October 2010. The reason for this is that the Legal Ombudsman only started to accept complaints from this date and any earlier complaints would have needed to have been raised with their predecessor.

#### **Papers and deeds**

When we finish working for you, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses. We will keep your file for up to six years. We keep files on the understanding that we can destroy them six years after the date of the final bill. We will not destroy documents you ask us to deposit in safe custody.

If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However, we may charge you for both:

- time spent producing stored papers that are requested; and
- reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

#### **Anti money laundering**

The law requires solicitors to obtain satisfactory evidence of the identity of their clients and sometimes people related to them (beneficial owners) and to verify that information. This is because solicitors who deal with money and

property on behalf of a client can be used by criminals wanting to launder money. To comply with the law, we need to obtain evidence of your identity as soon as possible. Our practice is to obtain an electronic database search where necessary. The fee for these searches is £15.00 plus VAT and will appear on your bill under expenses. This figure includes an allowance for our administration in conducting such searches.

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

#### **Data protection**

We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- updating client records
- analysis to help us manage our firm
- statutory returns
- legal and regulatory compliance

Our use of that information is subject to your instructions, the General Data Protection Regulation (GDPR) and our duty of confidentiality.

For the purposes of the General Data Protection Regulation (GDPR), the Data Controller under the Regulations in relation to personal data supplied about you is Trevor Kirkman.

Please see our separate privacy policy with regard to data protection matters.

#### **Outsourcing of work**

Sometimes we may ask other companies or people to do work such as typing, photocopying, call handling or other work on our files. For example, any complaints received by us may be referred to an independent complaints handler with the purpose of obtaining an objective view, and to ensure that work is done promptly. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible

#### **Financial services**

We are not authorised under the Financial Services and Markets Act 2000, nor are we regulated by the Financial Conduct Authority. If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised to provide the necessary advice. However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000.

The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman provides an independent complaints review process for most clients of solicitors' firms. If you are unhappy with any investment advice you receive from us, you should raise your concerns with either of these bodies.

#### **Insurance mediation**

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 may carry on insurance mediation activity, 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. The register can be accessed via the Financial Services website at [www.fca.org.uk/register](http://www.fca.org.uk/register).

If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either the Solicitors Regulation Authority or the Legal Ombudsman whose address details appear under "Client service and Complaints" in the client care letter sent to you.

#### **Taxation**

We will not advise on tax issues and you should ensure that you consult with an appropriately qualified person outside this Company.

#### **Commission**

We may receive a commission for placing business on your behalf; for example, arranging legal expenses insurance. If we receive a commission you agree that we retain the commission where it is £20 or less.

Typically, commissions for arranging after the

event legal expense insurance will be between £50 and £100. Arranging the cover on your behalf is work which is not covered by a Conditional Fee Agreement and is work for which we are entitled to charge you. However, we agree to waive our entitlement to charge you for arranging the cover if you confirm that we may retain this commission. You do not have to consent to us keeping the commission and if you do not then the commission will belong to you once it is received by us. If, however you withhold your consent then we shall charge you for arranging the policy on your behalf, calculated at our standard hourly rates.

#### **Introductions and Referrals**

You may have been introduced to this Company by a third party. Under the Solicitors' Regulation Authority rules, we must give you information about the arrangement we have with any such introducer for the payment to them of any referral fee. The referral fee paid in this case is exclusive of VAT. More specific information will be provided on request.

#### **Professional indemnity insurance**

We currently carry professional indemnity insurance in the sum of £2 million which we are required to have by the Solicitors Regulation Authority. By instructing us, you agree that the amount that we shall be liable to pay to you, in total, on any claim or linked series of claims shall not exceed the sum of £2 million. If you do not consider this amount to be adequate and require higher limit of indemnity, we may be able to purchase additional cover from our insurers, but this will be at an additional cost payable by you. If this is what you require, you should notify us immediately in writing.

Details of our compulsory layer of Professional Indemnity Insurance are available in hard copy at our office.

#### **The Contracts (Rights of Third Parties) Act 1999**

Except as expressly provided in the Client Care Letter and as set out above, no person other than a party to the agreement established by the Client Care Letter may enforce any terms of such agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 ("the Act"). Notwithstanding any benefits or rights conferred by such agreement on any third party by virtue of the Act, the parties to such agreement may agree to vary or rescind any of its terms without any third party's consent. Except to the extent that Latham & Co Solicitors and its employees can

benefit from the provisions thereof, the Contracts (Rights of Third Parties) Act 1999 does not apply to these terms or any subsequent amendment to these terms unless expressly confirmed in writing by us that the said Act does apply.

**The Consumer Protection (Distance Selling) Regulations 2000**

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 consent. By signing and returning the copy of these Terms of Business you are agreeing that to avoid any delay in the transaction we may start work on your behalf immediately and that we do not have to wait for the cancellation period to expire. If you seek to withdraw instructions, you should give notice by letter to the person named in the Client Care Letter as being responsible for your work. Regulation 19 of the Consumer Protection (Distance Selling) Regulations 2000 requires us to tell you if it is likely that it will take longer than 30 days to complete the contract between us. You will appreciate that this 30-day period may not be met. In signing and returning the copy of this letter you are acknowledging this.

**Applicable law**

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.

**Our Contract with you**

**Standard Terms & Conditions of Business**

Unless otherwise agreed, and subject to the application of then current hourly rates, these Standard Terms & 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.

These terms will remain effective until replaced

by any updated Standard Terms of Business which we may issue to you, or other written agreement between us. Please confirm in writing your agreement to these terms by signing one copy in the space below and returning it to us. If you do not return these terms but still decide to instruct us, you do so on the basis of these terms and conditions. Please do not hesitate to contact the member of staff you are dealing with if you wish to discuss these terms before replying.

**Variation of these Standard Terms & Conditions**

These standard Terms & Conditions shall apply to any instructions which you give us. We may change these Standard Terms & Conditions from time to time but if we do so we will notify you of any changes in writing. Together with the Client Care Letter, they comprise the whole contract between you and us and no variation shall be binding on us unless in writing. In the event of any inconsistency between the provisions of these Standard Terms & Conditions and the Client Care Letter the latter shall prevail.

**Acceptance**

These Standard Terms & Conditions of Business set out our terms of business with you, and so your continuing instructions in this matter will amount to acceptance by you of the terms, either on a Conditional Fee basis, subject to entering a formal Conditional Fee Agreement, or on a private basis, according to which you choose. However, we should be grateful if you would sign and date in the space provided in the enclosed copy of the Standard Terms & Conditions of Business. We can then be assured you understand, and are happy with, the basis on which the Company will act for you.

These are important documents and we would urge you to keep the other copies in a safe place for future reference.

**Signed:** .....

**Date:** .....

**PLEASE CONTACT US IF YOU REQUIRE THESE TERMS OF BUSINESS IN LARGER PRINT**