



ROLLASONS

S O L I C I T O R S L L P

Terms of Business

If you require this document in larger print, please ask your contact at the firm

We aim to offer our clients quality legal advice with a personal service at a fair cost. We hope it is helpful to you to set out in this statement the basis on which we propose to provide our professional services. We are subject to the regulation of the Solicitors Regulation Authority whose rules can be consulted at www.sra.org.uk / handbook.

1. Responsibilities

As the work we do on your behalf (your 'matter') progresses we will:

- Act in your best interests and keep your information confidential at all times;
- 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 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 instructions;
- 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 our original costs estimate needs to be reviewed.

You can help us by:

- Giving us clear instructions;
- Safeguarding any documents that will be important in this matter;
- 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.

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.

2. Methods of Communication

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

3. Termination of Engagement

You may end your instructions to us in writing at any time, but we can keep all your papers and documents while there is still money owed to us for fees and expenses. We may decide to stop acting for you only with good reason, e.g. if you do not pay an interim bill or there is a conflict of interests. We must give you reasonable notice that we will stop acting for you.

If you or we decide that we should stop acting for you, you will pay our charges up until that point. These are calculated on an hourly basis plus expenses or by proportion of the agreed fee.

4. Professional indemnity insurance

We maintain professional indemnity insurance in accordance with the rules of the Solicitors Regulation Authority. Details of the insurers and the territorial coverage of the policy are available for inspection at our offices at the address shown at the end of these terms.

5. Charges and Estimates

Our charges are based on set hourly rates in the letter accompanying these terms, including secretarial time, or a fixed fee. VAT is payable in addition at the applicable rate (currently 20%). Any changes in our charging rates will be notified to you in advance.

We may, in accordance with professional guidelines, also charge a premium where reasonable to do so to take account of the nature, complexity, value and urgency of the services and other criteria specified in those guidelines. In addition, we will charge you for any expenses we incur on your behalf ('disbursements') such as travel, counsels' fees, and agents' charges.

6. Money on account and interest payments

Our policy on the payment of interest in relation to money that we hold on your behalf is to account to you for all sums earned if the total exceeds £50. Below this sum we will retain any such sums earned without accounting to you for them. We believe that this policy is fair and reasonable, and we keep it under continual review in the light of changing interest rates in particular. When we are in receipt of large amounts of money, we may place such funds on specific deposit, in which case you will receive all the interest received. General payments of interest are made without deduction of tax, but tax is deducted at source on specific deposits. Please bear in mind that the rates of interest that we receive from our bankers are lower than might otherwise be

achieved because of the need for us to have instant access to funds in most cases.

We may require you to pay us a reasonable sum on account of costs. This will be held in our client account and we shall account to you for interest in accordance with the above policy.

We may use your money held on account of costs to pay expenses incurred on your behalf even though not yet invoiced to you. We will not be liable to pay any disbursement on your behalf unless you have put us in funds to do so when this has been requested.

7. Invoicing and payment

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.

In other matters, we will submit invoices to you on a monthly basis or at the end of a distinct section of the instructions, whichever is the sooner. Unless indicated expressly to the contrary, invoices will take the form of a final account for all work done during the relevant period. All invoices are payable on delivery. All invoices are payable on demand and we request payment in full within 28 days.

If an invoice is not paid within 14 days, we may charge interest on the balance outstanding at the rate of 8% per annum.

8. Costs

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, it is unlikely that the other person will 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.

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.

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 sometimes 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.

9. Limitation of liability

Our liability to you for a breach of our contract with you will be limited to £2,000,000, unless we expressly state a higher amount in the letter accompanying these General Terms of Business. If we breach our contract with you, we will not be liable for any loss of profits or loss of business or depletion of goodwill or loss of anticipated savings or loss of contract or loss of use.

We can only limit our liability to the extent the law and our professional rules allow. In particular, we do not limit our liability for any loss or damage suffered by you as a result of fraud or fraudulent misrepresentation or death or personal injury caused by our negligence.

We shall have no liability to you if we are prevented from, or delayed in performing, our obligations or from carrying on our business by acts, events, omissions or accidents beyond our reasonable control.

Rollasons Solicitors LLP (rather than its partners, employees and consultants as individuals) will provide advice and services to you. You agree that you will not bring any claim in person against any partner, employee or consultant of Rollasons Solicitors LLP in connection with any advice or services provided or for the acts or omissions taken or not taken by them.

10. Papers and Deeds

After completing the work, 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 our file of your papers for up to seven years, except those papers that you ask to be returned to you. We keep files on the understanding that we can destroy them seven 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 both for:

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

11. Anti-Money Laundering

The law requires solicitors to get satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money. To comply with the law, we need to get evidence of your identity as soon as possible. Our practice is to ask to see your original passport or photo driving licence and a recent utility bill or bank statement or to ask you to submit certified copies from another firm of solicitors.

Please note that any such searches and copy documents will be securely maintained on the file for your matter in

pursuance of our data protection policy. The uses that will be made of this data will be to provide confirmation of the identity of the person(s) providing it only. The law requires us to maintain such data for the period of five years from the end of the matter we are handling for you or from the date at which you cease to be a client of this firm. However, you agree to our retaining the forms and any other data for our usual file retention period of 7 years from the date of the file being archived, or longer than this if necessary, as when litigation has arisen or may be pending, and the checks have or may become relevant in any such proceedings. There is the alternative of obtaining an electronic database search. There may be a fee for these searches and this will appear on your bill under expenses. This figure may include 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.

12. Financial Services advice

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.

13. Insurance distribution

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 distribution 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 Conduct Authority website at www.fca.gov.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 'Complaints' below. Please also note that we act as an ancillary insurance mediator only in this regard and not as an insurance provider

14. Data protection and Privacy Notice

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

- addressing correspondence and related documents to other parties and opponents in any litigation, as well as other agencies such as the courts or Government agencies where relevant to the work we are doing for you
- maintaining the financial and other personal information we are required to keep on clients under the professional rules we are subject to and by law including our obligations to HMRC.

Our use of that information is subject to your instructions, the EU General Data Protection Regulation 2018 and our professional duty of confidentiality. Please

note that our work for you may require us to give information to third parties such as expert witnesses, other professional advisers, our regulators and our bank if they wish to ascertain the source of monies held in our client account. Please also see para 151 in relation to the external checks we are subject to in relation to our quality of work as a firm.

The legal bases which are relevant to the work we undertake for you are mostly in order that we can satisfactorily perform the contract we have with you and also so that we can protect the interests of our professional indemnity insurers through maintaining suitable records. We are required by law to retain certain data including identity and address details in order that we can comply with the Government's anti-money laundering controls (see para 11). We would need your consent to send you future marketing information, on which see the wording at the end of this document.

We do not envisage sending any of your personal data outside the UK or the EU.

You have a number of rights as a data subject including the rights to:

- be informed of the data we hold on you
- have any incorrect or out of date data rectified
- cease to receive certain forms of communication or to restrict processing,
- take your data elsewhere ("portability")
- object to our use of data.

Unlike certain other business concerns we do not as a law firm involve ourselves in automated decision making and profiling.

You also have a right of access under data protection legislation to the personal data that we hold about you. If you would like to make a request to know about the personal data we hold on you please let us know, preferably in writing and addressed to the Practice Manager at our Daventry office (9 New Street, Daventry, NN11 4BT) stating "data subject access request".

If you are unhappy about the way we are managing your data you have a right to object to the Information Commissioner at Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF (Tel: 0303 123 1113). Please also see your rights to complain to the Legal Ombudsman.

15. External audits

External firms or organisations may conduct audits or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files. Please advise the person responsible for your matter if you would prefer for your papers to be withheld from inspection for these purposes. Work on your matter will not be affected in any way if you would prefer to withhold consent.

16. Complaints

Please tell us if you are not happy with any aspect of the service or a bill that you have received. We would ask you initially to raise any queries or concerns about our work for you with the lawyer responsible for the day-to-day handling of your work, or their supervising partner if applicable. Either of these persons will do their best to resolve any problems quickly and to your satisfaction. If they are unable to do so, however, or if you would prefer to speak to someone else about it, then please initially contact the Practice Manager of the firm. A copy of our complaints handling procedure is available on request.

In the event that you are not satisfied with the firm's response the Legal Ombudsman may be able to consider your complaint. There are, however, restrictions to this service for organisations, as set out on their website (see below). Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint.

In addition, you should be aware that the Legal Ombudsman will not accept your complaint if:

- more than six years have elapsed from the date of the act or omission giving rise to the complaint; or
- more than three years have elapsed from the time when you should have known about the complaint; or
- the date of the alleged act or omission giving rise to the complaint was before 6th October 2010.

The Legal Ombudsman's contact details are:

Telephone: 0300 555 0333

Minicom: 0300 555 1777

E-mail:

enquiries@legalombudsman.org.uk

Website: www.legalombudsman.org.uk

Address: Legal Ombudsman, PO Box 6806, Wolverhampton WV1 9WJ

You may also be able to object to our bill by applying to the Court for an assessment under Part III of the Solicitors Act 1974. If you exercise this right, you would be prevented from making a complaint to the Legal Ombudsman. In addition, if you apply to the Court for an assessment and if all or part of the bill remains unpaid at the end of that assessment, we are entitled to charge interest. There are strict time limits that apply to this process and you may wish to seek independent legal advice.

17. Acceptance

These terms of business will be deemed to have been accepted by you upon our subsequent receipt from you or your agent of any instructions, verbal or written, in any matter. Unless otherwise agreed, these terms apply to any future instructions you give to us. In the event of our retainer being from more than one individual or company, the liability for our costs will be joint and several. So that we can be sure that you agree to these terms of business please sign one copy of this document below and return it to us in the envelope provided.

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 courts.

**Rollasons Solicitors LLP, Head Office,
9 New Street, Daventry,
NN11 4BT**

Authorised and regulated by the Solicitors Regulation Authority: registration number 645231

Your signature(s)

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Date

We may from time to time wish to send you information which we think might be of interest to you. This might be information about developments to the law that might be important to you or information about our practice. In order for us to do so we need your consent, so if you would like to receive such information please tick this box: