

Greenwich Solicitors

TERMS AND CONDITIONS OF BUSINESS

Client Care and Quality Assurance

- These terms and conditions set out the terms on which we will act for you and are provided to comply with the quality standards recommended by the Solicitors Regulation Authority and as part of this firm's commitment to clarity of fees and quality of service. These terms do not affect the statutory and common law rules governing solicitors' business although if there is a conflict these terms take precedence so far as permitted
- In these terms "we" and "us" means the firm of Greenwich Solicitors whose address is 13A Lakedale Road, London, SE18 1PP. A list of partners and their professional qualifications is available for inspection at that address.

Solicitors' Code of Conduct

- We are authorised and regulated by the Solicitors Regulation Authority. The rules of the Solicitors Regulations Authority can be accessed at <http://www.sra.org.uk/solicitors/code-of-conduct.page>.

Instructions

- You should give, or confirm, your initial instructions to us in writing. You should give us all relevant information and tell us as soon as possible of any changes to your instructions or circumstances so that we can represent your interests as effectively as possible. If you instruct us to act for a company or organisation we will assume that you have authority to do this, unless we are told otherwise. If you instruct us to act for clients jointly (for example, the executors of an estate, trustees or joint owners of a property) we will assume that you have authority to do this, unless we are told otherwise. If we receive instructions from you, we will deal directly with you. Our advice relates to the specific circumstances in which you are instructing us. You must not rely on it in different circumstances.

Client due diligence

- 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 you to produce your passport so that we can make a certified copy of the relevant pages which contain the information on your identity. Also, we will require a copy of a utility bill or other official document which includes details of your address.

If you cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity.

People responsible for your work

- We will inform you who in the firm is responsible for co-ordinating the work that we do for you and for reviewing our service. If appropriate, he or she may delegate work to others in the firm. They will discuss major changes in staff with you beforehand. Delegating work effectively makes sure that people with the right level of expertise and experience do the work as economically as possible. We will keep your case under proper review and will update you regularly on its progress, as well as keeping you in close touch with the fees that have been incurred.
- Unless you instruct us not to, we may use emails to contact you or anyone involved in your matter. We cannot guarantee the security of emails, or when they will arrive. We are not responsible for any loss or damage caused by emails arriving late, or loss or damage caused by email security being broken. Although we are careful to make sure that our computer systems are free from viruses, we are not responsible for any loss or damage to you or your computer systems which is caused by electronic communication with us.

Fees and expenses

- The level of our fees will depend largely on how much time we spend dealing with your case. We record time in units of six minutes. The charge-out rates of legal staff depend on their experience and seniority and will be reviewed from time to time. We will give you details of the rates of those working for you when you first instruct us. Our fees will take account of the rates in force when we carry out the work. Our fees may also take into account the factors set out in the Solicitors Remuneration Order 1994. These include how complicated the matter is, the level of responsibility involved, the value of the transaction and the importance of the work. We do not normally charge separately for stationery, post, most phone calls or faxes. We will charge you for large amounts of photocopying, courier fees and long overseas phone calls. We will class these as disbursements. These rates are reviewed upwards on 1st January in each year. Unless we tell you otherwise, the charging rates will be increased by up to 10% per annum. Any increase in excess of 10% per annum will be notified to you as soon as is reasonably possible.

Estimates and quotations

- When you instruct us, we will try to tell you the likely level of our fees. Unless we tell you otherwise, this will be an estimate only, not a fixed quotation. If you ask for a fixed quotation we will try to provide one, but it may not be possible to predict the amount of time we will need to deal with a matter. You may set an upper limit on costs. We will not do any work that will take our fees over this limit without your permission. If we provide a fixed quotation, this will only apply to the work we agree, in writing, at the time. If you then ask us to do extra work, we will charge you for the extra work.

Bills

- We will tell you how often we will issue bills. This will usually be between every one and three months. You are entitled to object to a bill by making a complaint to us in the first instance. If for any reason at the conclusion of the firm's complaints process you are not satisfied with the outcome then you can involve the Legal Ombudsman as we explain in more detail below under the heading of Service delivery issues. You may also have a right to apply to the Court for an assessment of a bill under Part III of the Solicitors' Act 1974.

Payment terms

- We will not charge you for any payments made by debit card. If you use a credit card to pay our bills we will charge you a 3% surcharge. You must pay our bills when you receive them. If you have still not paid a bill 30 days after you have received it, we may charge interest at the rate that applies to judgment debts or 2% above the base rate of Barclays Bank, whichever is the lower, from the date when we delivered the bill until you pay it in full. We may decide not to carry out further work until we are paid. We will also exercise lien over any relevant papers or goods until the bill is paid in full. When a third party is paying some or all of your legal costs any interest recovered belongs to us unless agreed otherwise.

Service delivery issues

- We aim to maintain the highest possible standards of professional skill and service. If you are not happy with any aspect of our work or have a complaint about a bill received from us, we would like to know as soon as possible, and you should initially contact the partner who is responsible for looking after your work. We will try to deal with any problem quickly, and have an internal complaints procedure to help us deal with the problem between ourselves, a copy of which is available to you at any time on request. If, for any reason, at the conclusion of the firm's complaints process you are not satisfied with the outcome then you can involve the Legal Ombudsman, who can be contacted at enquiries@legalombudsman.org.uk or by telephone on 0300 555 0333. The Legal Ombudsman's address is Edward Houser, Quay Place, Birmingham, B1 2RA. There are time constraints within which you can involve the Legal Ombudsman. You must complain to us or the Legal Ombudsman within one year of when you realised there was a concern. You should give us a minimum of at least eight weeks' opportunity to resolve your complaint before you raise the matter with the Legal Ombudsman. In any event, you should refer your complaint to the Legal Ombudsman no later than twelve months after your last contact with us.

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- You may also be entitled to apply to have our charges reviewed by the Court, whether they are for contentious or non-contentious work. This procedure is known as assessment by the Court. The rules are set out in sections 70 – 72 of the Solicitors' Act 1974. Except in exceptional circumstances, the Court will not allow a bill to be assessed more than 12 months after delivery.

- Our Complaints Handling Procedure, which includes further details, can be obtained from our Complaints Handling Partner at complaints@greenwichsolicitors.com

Responsibility for other lawyers working with us

- If we instruct other lawyers in the UK or elsewhere to act for you, we will choose them carefully, but we cannot be responsible for their work unless we have agreed otherwise. We will usually charge the fees of counsel and correspondent lawyers as disbursements.

Advice on tax

- We will only advise you about the taxation aspects of any proposed course of action where we are specifically requested to do so.

Ending your instructions and paying for work

- If you instruct us on a matter we will assume that you want us to complete it. You may end your instructions at any time. We may stop acting for you at any time but will normally do this only if there is a conflict of interest or if you do not pay our fees. If we stop acting for you, or if we cannot complete the matter, we will charge for all of the work we have done. We will charge extra fees and disbursements for transferring the matter to another adviser if appropriate. We will keep your papers until you have paid all fees and disbursements.

- When we have completed a matter, if you do not want us to return certain papers to you, we will keep them for at least six years. After this, we may destroy them. We reserve the right to retain electronic data indefinitely. If we keep important original documents such as title deeds, trust deeds and wills, we will store them in our safe. Unless we tell you otherwise, there is no charge for this service. We will not destroy documents you ask us to deposit in safe custody.

Payments on account

- If you instruct us on a litigation or family law matter, we will ask you for a payment on account of costs. This means that you make a payment to us to cover costs, but the payment remains your money until we issue a bill. We may also ask you for a payment on account of costs in other matters. We will not pay interest on payments on account.

- It may be necessary for us to ask for additional monies on account of giving an undertaking, for example in respect of the costs incurred by another party in your matter. This is a promise to pay the amount covered by the undertaking (usually limited to a specified sum) at a given time e.g. on completion.

- By giving us money for an undertaking you give your irrevocable authority for us to give the undertaking and pay all monies secured by the undertaking. This means that once the other party has incurred costs in reliance on the undertaking, you are unlikely to receive this money back.

- We are entitled to refuse to complete the transaction until payment of all monies has been made.

- 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 our bankers or such other major bank with whom we may bank from time to time. That of course may change. The period for which interest will be paid normally runs from the date when cleared funds are received by us until the date of payment to you or any third party. The payment of interest to you is subject to a minimum limit £200 per annum.

- We will only accept cash payments not in excess of £500. If notwithstanding this policy you deposit cash directly with our bank, we

may decide to charge you for any additional checks we consider are necessary to prove the source of the funds. Where we 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.

Litigation

- If you lose your case, the court is likely to order you to pay the other side's costs. Even if you win and the court orders the other side to pay your costs, you are unlikely to receive the full amount. You are more likely to receive around 60% or 70% of your costs. Whatever the court orders, you are responsible for paying our bills

Funding

- We do not provide services which are funded by legal aid.
- If you buy legal fees insurance, you will still be responsible for paying our bills, whatever your arrangements with the insurer. You are advised to check as soon as possible to ascertain whether you have any insurance policies which may cover all or part of your legal costs. If so, you should notify the insurer immediately as they will need to confirm cover before accepting liability for your legal costs and any delay in notification may allow the insurer to refuse to accept the claim.

Confidentiality

- We will keep confidential information about you confidential. However, the following conditions apply:
- There is no confidentiality between joint clients.
- Unless you tell us otherwise, we will assume that we are authorised to reveal information about you to other advisers whom you have instructed on related matters.
- We have a statutory duty, which overrides our duty of client confidentiality, to check and confirm the identity of new clients and to report to the relevant authorities any knowledge or suspicion of money laundering relating to drugs offences or terrorism, and if we make such a disclosure we may not be able to tell you that a disclosure has been made. Also, we may have to stop working on your matters for a period of time and may not be able to tell you why.
- Under the Criminal Justice Act 1993, we may report you to the relevant authorities if we know or suspect you of money laundering relating to other serious crime.
- In order to comply with the SRA Accounts Rules 2011 we will be subject to checks by our accountants. This could mean that your file is selected for checking, in which case we would need your consent for inspection to occur. All inspections are, of course, conducted in confidence. If you prefer to withhold consent, work on your file will not be affected in any way. Since very few of our clients do object to this we propose to assume we do have your consent unless you notify us to the contrary. We will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters which we conduct on your behalf. Please contact us if you require further explanation or if you would like us to mark your file as not to be inspected.

Limitation of Liabilities

- This firm maintains professional indemnity insurance in accordance with the rules of the Solicitors Regulation Authority.
- Our maximum liability for loss or damage for a breach of your instructions, breach of contract, breach of trust negligence or otherwise (other than for fraud) is £3 million for any one transaction/matter or series of connected transactions, unless we notify you expressly of a different level of liability in our letter of engagement sending out these terms of business.

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Funding Legal cases

- Other than private fee, we will tell you about the other ways of funding that might be available. These may include.
- Conditional fee agreement: Much litigation is now conducted on a conditional fee basis. If we are able to offer such a scheme to you its terms will be included in a separate agreement. These terms of business will apply in so far as they are not varied by the Conditional Fee Agreement.
- Legal expenses insurance: You may have arranged your own legal expenses insurance cover. The terms of such cover may vary depending on the identity of the insurer. Generally, we are pleased to act for clients who enjoy the benefit of legal expenses cover. We make efforts to undertake work within the indemnity limits allowed by the insurance from time to time. If we are undertaking work for you that is covered by legal expenses insurance, it is important that you understand that you (not the legal expenses insurers) are and have been our client since we first accepted instructions. Therefore you remain primarily liable for our fees at the hourly rates advised to you regardless of whether or not your legal expenses insurer will indemnify us at those rates or if the indemnity limit is exceeded. If you wish to ensure the indemnity limit is not exceeded we shall be pleased to supply an up to date statement of our fees and if appropriate an estimate of your opponents fees upon request.

Distance Selling Regulations

- If we have not yet met you and we are acting for purposes which are outside your business, the Consumer Protection (Distance Selling) Regulations apply to our agreement with you. That means that you have the right to cancel our agreement without charge at any time within seven working days of your acceptance of these terms. If you wish to do so you must inform us of your decision to cancel in writing. Your right to cancel our engagement will not apply if you agree to us beginning work in relation to your instruction during the relevant period.

Equality and Diversity

- We observe policies of equality and diversity in all our dealings with clients, third parties and employees. Please contact us if you would like a copy of our Equality and Diversity Policy.

Financial Services

- Sometimes our work involves investments. We are not authorised under the Financial Services and Markets Act or by the Financial Services Authority and so may refer you to someone who is authorised to provide any necessary advice. However, we can provide certain limited services in relation to investments, provided they are closely linked with the legal services we are providing to you as we are regulated by the Solicitors Regulation Authority.
- Where we are instructed by you to acquire, dispose of, or collect in any investment asset, we do so solely on an "execution only" basis. You should seek independent investment advice before instructing us to do so.
- A complaints procedure and redress mechanisms in respect of any work we undertake involving investments are provided by the Solicitors Regulation Authority.

Storage of documents

- We will retain your files for at least 6 years. We reserve the right to retain the electronic data indefinitely. We do not make charge for the storage of documents. If you ask us to take documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. If you ask us to take documents out of storage for any other reason we may make a charge for the time spent producing stored papers that are requested and for the time spent reading correspondence or carrying out any other work necessary to comply with your instructions in relation to the retrieved period.

Data Protection

- We use 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 data is subject to your instructions, the Data Protection Act 1998 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. You have a right of access under data protection legislation to the personal data that we hold about you.
- We may from time to time send you information that we think might be of interest to you. If you do not wish to receive that information, please notify us in writing.
- External firms or organisations may conduct audit or quality checks on us. These external firms or organisations are required to maintain confidentiality in relation to your files.
- Unless you advise us in writing to the contrary, we have your authority to communicate with any party by email which may include confidential information. The use of email will be at our absolute discretion. You should be aware that emails are not presently encrypted.

Accepting these terms

- Our contract with you is governed by English law.
- If you continue to instruct us after receiving these terms of business, you will have accepted the conditions set out above.