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1 Service standards

We aim to provide you with high standards of service at all times. We will:

- keep you informed in writing of progress with your matter each month;
- communicate with you in plain language;
- explain to you in writing the legal work which is required as your matter progresses;
- keep you informed of the cost of your matter every three months;
- keep you advised of the likely timescales for each stage of this matter and any material changes in those estimates;
- continue to review whether there are alternative methods by which your matter can be funded.

2 Responsibilities

To achieve the best possible outcome in your case, we need to work together with you. We will:

- review your matter regularly;

- advise you on the law;
- follow your instructions;
- 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.

You need to:

- provide us with clear and timely instructions;
- provide us with necessary documents

3 Hours of business

Our office hours are from 9.30 am to 5.30 pm Monday to Friday excluding bank holidays.

4 Anti-money laundering obligations

We are under a professional and legal obligation to keep your affairs confidential. This obligation, however, is subject to a statutory exception, which may require a solicitor who knows or suspects that a transaction on behalf of a client may involve money laundering or terrorist financing to make a disclosure to the Serious Organised Crime Agency.

If we are required to make a disclosure in relation to your matter, we may not be able to inform you that a disclosure has been made. We may also have to cease acting in your matter for a period of time and may not be able to tell you the reasons for it.

5 Financial matters

5.1 Financial arrangements

Our practice's policy is to only accept cash up to £2000 from clients.

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.

5.2. *Interest on money owed to you*

Any money received on your behalf will be held in our practice's client account.

Subject to certain minimum amounts and periods of time set out in the Solicitors' Accounts Rules 1998, interest will be calculated and paid to you at the rate from time to time payable in accordance with HSBC rates.

The period for which interest will be paid will normally run from the date(s) on which funds are received by us, until the date(s) that cheque(s) are issued.

5.3 *Costs*

5.3.1 *How we calculate charges*

Our charges will be calculated by reference to the time we actually spend working on your matter. This will include:

- attending meetings and negotiations;
- reading, preparing and working on papers;
- making and responding to telephone calls, e-mails, faxes and letters;
- preparation of costs estimates, schedules and bills;
- attendance at court and travel time.

5.3.2 *Hourly rates*

Our hourly rates are set out below. We review our hourly rates each year on 2nd January to take into account increases in costs. We will notify you in writing if the rates you are being charged are increased and the date from which the increases will apply.

We will charge you £ 250.00 for each hour spent on your matter by Mrs. Chamila Udagedara who is the Principal Solicitor who is the main person responsible for the case.

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

Grade	Description	Hourly rate
1	Partners with over 10 years' post-qualification experience	£ 250.00+VAT
2	Solicitors and legal executives with over 4 years' post-qualification experience	£ 180.00+VAT
3	Solicitors of less than 4 years' post-qualification experience, legal executives and fee earners of equivalent experience	£ 160.00+VAT
4	Trainees, paralegals and fee earners of equivalent experience	£ 140.00+VAT

All routine correspondence which we write will be charged at 1/10th of the hourly rate, while routine correspondence we receive will be charged at 1/20th of the hourly rate.

All routine telephone calls, either made or received, will be charged at 1/10th of the hourly rate.

More complicated correspondence and telephone calls will be charged at the hourly rate for the actual time they take.

If your instructions mean we have to work outside normal office hours, we may increase the level of the hourly rates. We will notify you in writing of any increases.

5.3.3 Other expenses

There may be other expenses which we need to pay on your behalf. These can include:

- court fees;
- fees for expert reports;
- barristers' fees.

These will be listed separately on your bill and you may be charged VAT in relation to these expenses.

5.3.4 Payment of expenses in advance

Where we have to make payments to third parties to cover expenses such as court costs or fees for expert reports, we can ask you to pay us first. This will help prevent delays in your matter. As we become aware of payments which will need to be made we will write to you to ask you to send a cheque to us to cover the payments as the matter progresses.

When we send you bills, we will make sure we include the amounts you have already paid. If there are any advance funds left over, we will put them against our fees which need to be paid. You should note that the total bill for expenses may be greater than the amount which you have paid in advance.

5.3.5 Payment of bills

We will send you an interim bill for our fees and expenses every three months while the work is in progress. This enables you to budget as the work progresses. We will send a final bill after completion of the work.

You may also set a limit on the fees and expenses we can incur in relation to your matter. This means you have to pay our fees and expenses up to this limit, but we must ask your permission to continue working on your matter if it looks like you will have to pay us more than the limit you have set. We will write to you before we reach the limit, and explain why your matter is likely to cost more, review our estimate of how much your matter is likely to cost and ask you to agree a new limit, before we do more work on your matter.

Payment of an interim or final bill is required within 30 days. We may charge you interest on unpaid bills on a daily basis 8% over HSBC's base rate from time to time from the date of the bill in cases where payment is not made within 30 days of delivery by us of the bill.

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

We are entitled to pay your bill from monies received by us on your behalf and to retain your file papers or other property until payment is made.

5.3.6 Late payment charges- If you do not settle the fees due to us prior to the deadline we give a late payment charge of £25 will be charge for each missed payment.

6 Equality and diversity

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

7 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 for management purposes and statutory returns; and
- legal and regulatory compliance.

Our use of that information 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 disclose 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 which we think might be of interest to you. If you do not wish to receive that information please notify our office in writing.

8 Storage of papers

After completing the work, we will be entitled to keep all your papers and documents while there is still money owing to us for charges and expenses.

We will keep our file of your papers (except any of your papers which you ask to be returned to you) for no more than six years. We will keep the file on the understanding that we have the authority to destroy it six years after the date of the final bill we send to you for this matter. We will not destroy documents you ask us to deposit in safe custody.

If we retrieve papers or documents from 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:

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

9 Review of files

Our practice is subject to audit or quality checks by external firms or organisations. These external firms or organisations are required to maintain confidentiality in relation to your files.

10 Limitation of liability

Our liability to you for a breach of your instructions shall be limited to £2 million or such other higher amount as expressly set out in the letter accompanying these terms of business. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.

These limitations apply only to the extent that they are permitted by law. In particular they do not apply to any liability for death or personal injury caused by negligence.

11 Applicable law

Any dispute or legal issue arising from our terms of business will be determined by English law and will be submitted to the exclusive jurisdiction of the English courts.

12 Complaints

Our firm is committed to providing clients with an efficient and high quality client care. If you are unhappy about any aspect of the service you have received or regarding the bill, we would like to discuss this with you and try to resolve matters as soon as possible. You should therefore speak in the first instance with the solicitor handling your matter, or contact Mrs. Chamila Udagedara. We have a procedure in place which details how we handle complaints and this is available on request.

If we have not satisfactorily dealt with the complaint within 8 weeks you may refer the complaint to the Legal Ombudsman. Contact details for the Legal Ombudsman can be found on his website www.legalombudsman.org.uk.

13 Ending our services

You may end your instructions to us in writing at any time, but we will be entitled to keep all your papers and documents while there is still money owing to us for charges and expenses.

We may decide to stop acting for you only with good reason. For example, if you do not pay an interim bill or there is a conflict of interest. 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 on an hourly basis and expenses set out in these terms and conditions.

I confirm I have read and understood, and I accept, these Terms and Conditions of Business.

SIGNED.....

DATE.....

This is an important Document - Please keep it in a safe place for future reference