

Date: 25/05/2018

**Manners Pimblett Solicitors**  
**Terms and Conditions of Business**

Our aim is to provide our clients with high quality legal services at a reasonable cost. This letter sets out the basis on which we will act for you and we hope that you find it helpful.

1. **People Responsible for your work**

Our Letter of Engagement (which refers to this document) will advise you of the identity of the person(s) dealing with the conduct of your matter, their professional status and charging rate. Robert Pimblett, Solicitor and Director of the practice, has overall responsibility for your matter. If it becomes necessary to change the person who is handling your matter, we will notify you promptly.

2. **Place and hours of business**

Our place of business is detailed on this letter with our contact details. Our normal office hours are 9:00am to 5:00pm Monday to Friday. However, there may be times that we work outside these hours and as such it may be necessary for us to contact you outside these hours.

3. **Charges and Expenses**

Our charges will ordinarily be calculated based on the time actually spent by the Solicitor (and, where appropriate, other staff) working on your matter. This will include meetings with you and other relevant persons, reading and working on papers, correspondence with you and other relevant persons (including email and fax), preparation of documents or detailed cost calculations, regular review of your file and travel expenses. For the avoidance of doubt charges arise for all telephone calls made or received, emails, letters and faxes made or received, attendances and the preparation and consideration of documents.

In addition, you will also be responsible for fax and photocopying charges and other disbursements, including, but not limited to, Land or Probate Registry fees, Court fees, Expert fees, Barristers fees. We may pay these on your behalf unless we have agreed otherwise. We are under no obligation to do so and, if appropriate, you may be required to provide us with funds for this purpose. VAT may be payable on some disbursements.

Where we have paid disbursements on your behalf and you have not provided funds to reimburse us, we reserve the right to charge interest at the rate of 5% per annum above the Bank of England base rate.

Some services may be charged on a fixed fee basis, or subject to a Conditional or Contingency Fee Agreement and this will be made clear in our Letter of Engagement.

The time spent is charged at hourly rates, which will vary depending on the experience/seniority of the person handling your matter. Time is recorded in units of 6 minutes. Routine letters, emails and telephone calls made and received will be charged as 1 unit. Other letters and calls will be charged on a time spent basis. Our current hourly charge out rates are subject to VAT and are as follows: -

- Partners and Solicitors with over 8 years (or equivalent) experience £225.00
- Solicitors and Legal Executives with over 4 years experience £185.00
- Other Solicitors, Legal Executives and other staff of equivalent experience £160.00
- Trainee Solicitors and other staff of equivalent experience £130.00

In addition to the time spent, we may also take into account other factors when calculating our costs, including the complexity and urgency of the work, the need to carry out work outside of our normal business hours and any specialist expertise the matter may require. In particular, the Administration of Estates and Trusts, in Property transactions, and in matters involving a substantial financial value or benefit to the client, a charge reflecting, for example, the size of the Estate, the property price or the value of the benefit to the client may added. Where such a charge is to be added, this will be explained to you.

We review our hourly rates annually on the 1<sup>st</sup> January and should they alter, we will let you know in writing as soon as they have been set.

You may be asked to pay sums of money on account of the costs and disbursements anticipated at various stages throughout the matter. Such sums shall be applied as we consider appropriate in settlement of or reduction of any disbursements or any invoice rendered, including interim invoices. Please note that the overall costs may be greater than any advance payments. Any monies held by us on your behalf will be held with our bank, the Royal Bank of Scotland (RBS).

We do not accept cash payments. All other payments must be made by debit card, credit card, cheque, electronic transfer or banker's draft. In respect of credit card transactions there will be an additional charge equivalent to 1.4% of the transaction (or 1.9% where payment is made by either MasterCard Commercial or Visa Commercial credit card).

4. **Conditional Fee Agreement (“CFA”)**

In some cases, this Firm may offer a Conditional Fee Agreement “CFA” and it will be made clear in our Letter of Engagement if this is available to you. Separate terms may apply where a CFA is in place.

5. **Estimate of Fees**

An estimate of costs will be given at the outset of the matter and will be confirmed in writing in our Letter of Engagement. This estimate will not include VAT and disbursements. Any estimate will be given in good faith as a guideline, based on the information available at that time, but may be subject to review and revision

depending on how your matter develops or if you extend the scope of our instructions. You will be notified in writing if a revised estimate is necessary.

We are obliged to provide you with regular updates of the costs incurred throughout the duration of your matter and we aim to do so every six months, unless the matter is a Trust matter in which we would aim to provide updates every twelve months.

#### 6. **Billing Arrangements**

We will normally raise interim invoices at regular intervals throughout the matter (except where a CFA is in place). Unless agreed otherwise, such interim invoices will be raised at monthly intervals or at such other times as we feel is appropriate. A final invoice will be raised at conclusion. Payment is due to us within 14 days of the date of the invoice unless agreed otherwise. Where payment is not made in accordance with these terms, interest will be charged on the unpaid amount at a rate of 5% per annum above Bank of England base rate.

Our costs are payable irrespective of whether the matter is successfully concluded unless we have agreed otherwise in writing. Unless otherwise agreed, you are personally responsible for the payment of our invoices regardless of any agreement or order for some other person to pay your costs.

If you wish to dispute the fairness or reasonableness of any invoice relating to a non-contentious matter (where court proceedings are not involved) you may do so under the Firm's internal complaints procedure (see below). If we cannot resolve any issues you have raised, you also have the right to object to the bill by making a complaint to the Legal Ombudsman and/or applying to the Court for an assessment of costs under Part III of the Solicitors Act 1974. The Legal Ombudsman can be contacted at PO Box 6806 Wolverhampton WV1 9WJ, on 0300 555 0333 or at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk).

#### 7. **Interest Payments**

When the firm holds money in client account for a client or for a person funding all or part of the firm's fees the firm will account to the client or that person for interest when it is fair and reasonable to do so in all the circumstances. No interest is payable however if the amount calculated on the balance held does not exceed £30.00. This provision will be reviewed on a regular basis, taking into account the current interest rates.

Interest will not be paid:

1. on money held for the payment of a professional disbursement, once Counsel or a similar party has requested a delay in settlement;
2. on an advance from us to fund a payment on behalf of you in excess of the funds held for you.
3. If we have agreed to contract out of this policy.

Our policy on the payment of interest is intended to provide a fair outcome. It is intended that the interest paid will be a fair and reasonable sum calculated over the whole period for which the money is held.

As a general rule the firm will account to the client for interest at the conclusion of the matter but in some cases, it may be considered appropriate to account to the client at intervals throughout the course of the matter.

8. **Raising queries or concerns with us/complaints procedure**

Manners Pimblett are committed to high quality service and client care. We are members of the Law Society and are authorised and regulated by the Solicitors Regulatory Authority (“SRA”) under No. 449282.

If you are unhappy about any aspect of the service you have received or about the bill, please contact the person handling your matter either on the telephone or in writing by letter or email. We have a procedure in place which details how we handle complaints which is available on request.

If we have not resolved your complaint you may complain to the Legal Services Ombudsman [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk). If you are not satisfied with our handling of your complaint you can ask the Ombudsman to consider the complaint. Normally you will need to bring a complaint to the Legal Ombudsman within 12 months of receiving a final written response from us about your complaint or within six years of the act or omission about which you are complaining of occurring (or if outside this period within three years of when you should reasonably have been aware of it).

9. **Insurance Mediation**

We are not authorised by the Financial Conduct Authority (“FCA”). However, we are included on the register maintained by the FCA so that we can 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 SRA. The register can be accessed via the Financial Conduct Authority website at [www.fca.org.uk/register](http://www.fca.org.uk/register).

10. **Consumer Rights**

If we entered into a contract with you at your home, The Cancellation of Contracts (Information, Cancellation and additional charges) Regulations 2013 apply. This means that you have the right to cancel your instructions to us within 14 days of receiving this letter. You can cancel your instructions to us by contacting our offices by post, fax or e-mail.

Once we have started work on your file, you may be charged if you then cancel your instructions.

11. **Professional Indemnity Insurance (“PII”)**

The Firm maintains PII and the total liability of this firm, it’s Directors and employees in connection with or arising directly or indirectly from this matter will be limited to an aggregate amount of £3,000,000.00. This will cover claims of any sort whether arising in contract, negligence or otherwise and all losses or damages including interest, costs and expenses. A copy of the policy is held at our office. If you would like further information, please contact Robert Pimblett.

12. **Storage of papers and documents**

After completing the work, we are entitled to keep all your papers and documents whilst there is money owing to us for our charges and expenses. This is known as a “Lien”. We are required to keep our file of papers, except for any of your papers which you ask to be returned to you, for no more than 6 years. We retain the file on the understanding that we have the authority to destroy it 6 years after the date of the final bill.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs we will not normally charge for such retrieval. However, we may charge you for:

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

The storage of papers and documents does not constitute a retainer.

13. **Termination**

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

We may decide to stop acting for you only with good reason. 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 our fixed fee as detailed in our Terms of Engagement letter.

14. **Communication between you and us**

We will:

- update you regularly on the telephone or in writing.
- communicate in plain language.
- update you in relation to relevant changes in the law
- 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.
- explain the legal work that is necessary as your matter progresses.
- update you on whether the likely outcomes justify the costs and risks associated with your matter whenever there is a material change in circumstances.
- Advise you if you are at risk of paying the costs incurred by someone else's fees.
- update you on the likely timescales for each stage of this matter and any important changes in those estimates.
- continue to review whether there are alternative methods of funding for your matter.

**Your responsibilities:**

- You will provide us with clear, timely and accurate instructions.
- You will provide all documentation required to complete the transaction in a timely manner.
- You will safeguard documents that are likely to be required in connection with your matter.

We may use email to contact you and for you to contact us. Please be aware that email is not secure.

15. **Other Services**

Your individual instructions to which these Terms and Conditions of Business relate, appoint us to provide advice and guidance in accordance with the specific matter as detailed in our Letter of Engagement. Your instructions do not place any

duty upon us to provide you with other advice, legal or otherwise, unless specifically instructed by you and confirmed by us in writing.

16. **Tax**

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We do not give tax or accountancy advice. You must seek independent advice about the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising.

17. **Investment**

We are not authorised by the FCA. If you require any advice on investments, you will need to seek independent advice of an appropriately authorised person. However, as we are regulated by the SRA, we may be able to provide certain limited services in relation to investments, provided that they are closely linked with the legal services we are providing.

18. **Money Laundering Regulations 2007 (“MLR”)**

All Solicitors and many other professions have to comply with the MLR which provide for all firms to keep records containing documentary evidence of identity and address for each client. Please see our Money Laundering Factsheet attached.

There is a small fee for online identity checks which is £5 plus VAT per person. This will be included in your first bill. The cost of the check may be subject to review.

The regulations provide for the firm to have a nominated Money Laundering Officer. This is Robert Pimblett, the Principal of the practice. The firm has internal reporting procedures and records of all money passing the firm’s accounts.

The firm can only receive monies identified as coming from our clients or from recognised sources.

19. **Data Protection**

With effect from 25<sup>th</sup> May 2018 General Data Protection Regulation “GDPR” comes into force.

The previous legislation – The Data Protection Act 1998 is now 20 years old and GDPR is designed to ensure there is transparency and accountability by organisations in the way they collate, store and deal with client data.

We will continue to use information provided by you for the provision of legal services to you and for related legitimate purposes including:

- Updated and enhancing client records
- Analysis to help us manage our practice
- Statutory returns
- Legal and regulatory compliance

Our new Privacy Policy can be found on our website at [www.mannerspimblett.co.uk](http://www.mannerspimblett.co.uk) or you can request a copy.

20. **Confidentiality**

The work we do for you is confidential. However, there are times we may have to provide details of your matter to third parties. If we are required to make your file

of papers available for inspection we will, if possible, let you know. However, by signing this letter, you give us authority to provide information about your matter to third parties when appropriate.

21. **Conflict**

We will not be able to accept instructions if this gives rise to a conflict of interests and your details will be checked against the firm's database at the outset of the matter. Conflict between your interests and those of another client may arise during the course of your matter. If this occurs, we shall notify you and determine the appropriate course of action. It may become necessary for us to cease acting. In these circumstances we will use reasonable endeavours to find another firm to take over conduct of your matter.

22. **Agreement**

Your acceptance of these Terms and Conditions of Business should be confirmed in writing. We would therefore ask that you to sign, date and return the enclosed copy of these terms as written confirmation of your instructions. **We will be unable to proceed until we have a signed copy of these terms and conditions of business.**

**I/we confirm that I/we have read, understood and agree to your Terms and Conditions of Business**

**Signed** .....

**Dated** .....

Yours faithfully

**Manners Pimblett Solicitors Limited**  
**Direct Dial: 01625 856774**  
**Email: [robert@mannerspimblett.co.uk](mailto:robert@mannerspimblett.co.uk)**

Please read the Privacy Notice at [www.mannerspimblett.co.uk/privacy-notice/](http://www.mannerspimblett.co.uk/privacy-notice/)

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