



## TERMS AND CONDITIONS

**Patricia White Lawyers & Advocates Ltd provide each client with our terms and conditions of business which are accompanied by our client care letter. Our terms are tailored to the circumstances and scope of work for each client.**

### **1. Firm details**

Telephone: 01904 217184	
Our email address is <a href="mailto:enquiries@pw-la.co.uk">enquiries@pw-la.co.uk</a>	
PW-LA Ltd is a trading name of Patricia White Lawyers & Advocates Ltd	
Company registration number (CRN):	08196385
Registered office:	Tower House Business Centre, Fishergate, York, North Yorkshire, YO10 4UA
Website:	<a href="http://www.pw-la.com">www.pw-la.com</a>
Value Added Tax (VAT) number:	308 0625 27
Authorised and regulated by CILEx Regulation Limited to conduct litigation and advocacy.	CILEx 2163508
Registration number:	
Information Commissioner UK (ICO) registration:	ZA217106

Our normal office hours are between 9 am and 5 pm Monday to Friday.

### **2. The person responsible for your matter**

We always advise you of the details for the person dealing with your case on a day-to-day basis who you can direct questions that arise in connection with your matter and any other members of our support team.

Patricia White, who is a CILEx Civil Litigator & Advocate and a partner of the firm will be supervising the matter.

### **3. Scope of work**

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We set out the scope of work for you in clear terms such as the work that we will undertake for you may include:

1. attending on you to take instructions;
2. carrying out client due diligence;
3. advising and consulting with you;
4. liaising and corresponding with all relevant parties (if appropriate);
5. Preparation drafting .....

The scope of work covered by our retainer is confined to above, specifically relating to:

- (1) The claim number .....
- (2) Enforcement action .....

#### **Timescale**

We provide you with the timescale that is appropriate for your matter i.e. for initial advice a standard matter of this kind usually takes 7/10 days from date of receipt of the signing of client care terms and settlement of fees on account. If there is an imminent deadline we will identify this at the onset and ask you to notify us immediately of any changes.

### **4. Legal fees, disbursements and billing**

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Our legal fees are either based on the time spent dealing with a matter and an hourly rate will be applied, or a fixed fee basis.

#### **Hourly rate**

The current hourly rates for a Senior Lawyer is £282 (individual client matters) and Junior lawyer is £196; £360 and £250 (commercial matters) plus VAT.

We will add VAT to our charge at the rate that applies when the work is done. At present VAT is 20%.

On 1 January each year the hourly rates are reviewed and we will notify you in writing of any increased rate where this applies to hourly rate charges.

Letters and telephone calls made and received are usually charged on a time basis of six-minute units.

If your instructions require us to work outside normal office hours or the scope of this retainer, we reserve the right to increase the hourly rate or add a premium fixed fee. You will be notified of this in advance of any additional fee being charged.

The scope of work at clause 3 as identified on this matter will be funded on a fixed fee rate basis as follows:-

### **Fixed Fee rate**

We will charge a total fixed fee for our legal fees based on your case type and work involved. We generally apply a discounted rate of 20%

Additional charges we make which are payable by you are:-

£8.40 (inclusive of VAT £1.40) in respect of our AML procedures to check your identity.

£5.00 (inclusive of VAT £0.83) in respect of electronic signature to sign terms & consent.

£70.80 (inclusive of VAT £11.80) in respect of bundling documents

### **Estimate of hourly rate costs**

We will provide you with an estimate of our legal costs to conclusion of your matter.

	<b>Charges</b>	<b>VAT</b>
<b>OUR FEES:</b>		
<b>EXPENSES:</b>		
<b>FIXED/ESTIMATED TOTAL</b>		

<b>Amount to be paid on account</b>	Total ----- Inclusive of Fixed Fee amount - AML charge £8.40 (VAT incl.) Electronic signature fees £5 (VAT incl.) Document bundling £70.80  Payment may be made by credit/debit card or bank transfer into our bank account.
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Please note that in circumstances where the matter is not proceeding, we will render an account for work completed to the point that either you withdraw instructions or we withdraw from acting.

### **5. Our service to you**

We aim to offer our clients quality legal services at a fair cost. We are committed to promoting equality and diversity in our dealings with clients, third parties and employees.

As part of our service to you, we will:

- a) Communicate in plain language;
- b) Explain the legal work required as the matter progresses;
- c) Provide regular updates on the cost and progress of the matter;

- d) Provide updates on whether the likely outcomes still justify the likely costs and risks associated with the matter whenever there is a material change in circumstances;
- e) Advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of the matter;
- f) Notify you of any changes in the law which may affect the progress or likely outcome of the matter;
- g) Continue to review whether the matter can be funded using alternative methods;
- h) Respond to your queries promptly;
- i) Deal with all information in accordance with our legal obligations under the Data Protection Act 2018 which includes ensuring complete confidentiality and protection of your personal data.

We ask that you please:

- a) Provide co-operate with our requests for full and open disclosure;
- b) Provide us with clear, timely and accurate instructions;
- c) Keep us updated with information relevant to the matter;
- d) Provide upon request and voluntarily, documents relevant to the matter we are dealing with, in a timely manner;
- e) Attend all scheduled appointments on time;
- f) Let us know of any change in your contact details, your circumstances and any matters that will have a bearing or impact upon the case we are assisting you with;
- g) Respond to our queries and requests promptly;
- h) Pay our costs promptly.

## **6. Communications between us**

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We will communicate with you by email, telephone, text and letter. If you have a preferred method of communication please let us know.

All emails received will undergo a virus check. Unless you withdraw consent, we will communicate 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.

We accept service of documents by email.

## **7. Legal documents**

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During the time we are working with you it is likely we shall send you legal documents and papers to read and perhaps sign. These may be complex and onerous and we strongly recommend you carefully read these documents and come back to us if there is anything in them which is unclear.

## **8. Conflicts of interest**

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We will not normally act for two or more clients in the same matter where an actual or potential conflict of interest exists between those clients. We may act for two or more clients in the same matter if a substantially common interest exists and we have explained the relevant issues and risks to each client, who have subsequently given informed consent to us acting for all of them and we are satisfied that it is reasonable

for us to do so, it is in the best interests of all clients and we are satisfied that the benefit outweighs the risks.

In any such case no individual within the firm will act for or be responsible for the supervision of work done for more than one of the clients. Appropriate safeguards will be in place to ensure each clients' confidential information is protected. If for any reason we subsequently cease acting for one of the clients they will be required to pay the costs and disbursements incurred on their behalf up to that point.

## **9. Money held for and due**

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Money held on your behalf is paid into a client account at such bank as we reasonably employ in accordance with our regulator's rules.

We will pay money due to you by bank transfer or cheque as agreed where reasonably possible, or as we think appropriate.

Interest will be paid on certain balances in accordance with our regulator's rules.

Where after completion of our work, or for any other reason, we retain a balance of your money we will return it to you on termination of instructions and completion of the matter.

We will at all times take all reasonable steps to keep your money safe.

## **10. Limitation of liability**

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We do not accept liability for any loss or damage caused by negligence, non-performance or breach of duty to a value in excess of £2 million (under professional indemnity provisions) unless we have made a special arrangement with you at the outset of your matter.

No member or employee of our firm will be liable to you for breach of contract or negligence in their personal capacity.

Other than in respect of liability arising from fraud, personal injury or death, we do not accept liability for claims received more than 12 months from the conclusion of our work or, if not apparent within that time, more than 6 months after it becomes apparent.

Your statutory rights remain unaffected.

## **11. Limited companies**

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When accepting instructions to act on behalf of a limited company we may require a director or controlling shareholder to sign a form of personal guarantee in respect of the legal costs and disbursements of this firm.

## **12. Tax advice**

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Any work that we do for you may have tax implications or necessitate the consideration of tax planning strategies. We are not qualified to advise you on any tax implications of a matter that you have instructed us to deal with, or the likelihood of them arising. If you have any concerns in this respect please raise them with us immediately. If we instruct specialist tax counsel on your behalf or refer the issue to tax advisers, we reserve the right to charge you the fees incurred in doing so.

## **13. Complaints**

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We notify each client of our complaints procedure at the outset.

We are committed to providing an inclusive and high standard of service to our clients. There may be occasions when you may feel that the service you expected does not match that which we deliver. We do not want you to feel this way and want all our clients to be able to feel that they can speak to us if there is a problem so that we can address any concerns and review our service delivery.

If you have a complaint about the service, you have received from us, or the handling of your case please contact us as soon as you feel there is something not right. We will respond to any concerns you raise quickly and efficiently. We explain the complaints process below and a copy of our complaints procedure can also be accessed on our website at [pw-la.com](http://pw-la.com).

Your complaint must in the first instance be addressed to Patricia White either by letter to Tower House Business Centre, Fishergate, York, YO104UA, by email to [patriciaw@pw-la.co.uk](mailto:patriciaw@pw-la.co.uk), or telephone call to 01904 217184. If by letter or email this should be marked 'Complaint'.

Due to the regulation of legal services, in the first instance you should make your complaint to us within 6 months of the date at which it comes to your attention that you have concerns about our services, this may be from the date of the last correspondence you receive from us or 1 year of the act or omission about which you are complaining occurred. However, if you become aware after the expiry of 6 months that there are circumstances arising about the service that we have provided to you, which you wish to complain to us about please contact us.

If you have any special needs to enable you to bring your complaint to us, please let us know and we will do our best to accommodate them.

To help us make sure we have understood your complaint, and not miss anything, please tell us:

- your full name, contact details and reference number for your case.
- what you think we have done wrong; and
- what do you think we should do to put things right.

### How we will deal with your complaint

We have up to 8 weeks to consider your complaint and will endeavour to deal with it as quickly as possible. We will not charge you for handling your complaint but please note that if we have issued a bill for work done on the matter, and all or some of the bill is not paid, we may be entitled to charge interest on the amount outstanding.

### Our Investigation Process

#### **Stage 1**

1. We will send you a letter acknowledging receipt of your complaint within 4 working days from the date we receive your communication, and it will be recorded in our central register. A complaint file will be opened, and we will send you a copy of this procedure, which explains how your complaint will be handled.

2. Patricia White will fully investigate your complaint and will provide a substantive response within 28 working days from the date of our letter of acknowledgement.
3. If your complaint is particularly complex, we may have to change the standard timescales. We will let you know if this is necessary and explain to you why and provide you with an updated timescale.
4. We may be able to deal with the matter in a phone call, or we may need to carry out a detailed review of your case. We may also request documents from you and want to arrange a meeting with you to discuss the complaint. If further information is needed, we will tell you how long it is likely to take us to complete our investigation and keep you informed of developments.
5. In all cases we will write to you with a detailed reply to your complaint to tell you about the outcome within 4 working days of completion of our investigation.

## **Stage 2**

1. Upon completion of the Stage 1 above, if you remain dissatisfied, we will give you the opportunity to have your complaint reviewed. When contacting us please explain why you continue to be dissatisfied. We will also invite you to discuss the matter with us if it appears that this may resolve your concerns.
2. Within 4 working days of a meeting, where one is held, we will write to you to confirm what took place and any solutions we have agreed with you.
3. Within 14 working days of receiving your request for a review, (where a meeting has been held, within 14 working days of that meeting) we will write to you confirming our final position on your complaint and explaining our reasons.

### Alternative Dispute Resolution

Alternative Dispute Resolution (ADR) bodies such as ProMediate of Brow Farm, Top Road, Frodsham WA6 6SP, [www.promediate.co.uk](http://www.promediate.co.uk) exist which are competent to deal with complaints about legal services should both you and our firm wish to use such a scheme. Currently we do not agree to using an ADR scheme as we believe our own in-house investigation supported where necessary by that provided independently by the Legal Ombudsman and CILEx Regulation is sufficient.

### What happens if your complaint is not resolved by us?

If we have not resolved it, within 8 weeks you may be able to have the complaint independently looked at by the Legal Ombudsman. The Legal Ombudsman investigates complaints relating to poor service, but before accepting a complaint for investigation the Legal Ombudsman will check that you have tried to resolve your complaint with us first. If you have, and you are not satisfied with the outcome, then you can take your complaint to the Legal Ombudsman:

- Within six months of receiving a final response from us to your complaint and

- No more than one year from the date of the act / omission that gave rise to the complaint; or
- No more than one year from when you should reasonably have known there was cause for complaint.

If you would like more information about the Legal Ombudsman please contact them:  
Contact details:

- Visit [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)
- Call 0300 555 0333 between 10am to 4pm.
- Relay UK: 18001 0300 555 0333
- Email [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)
- Legal Ombudsman PO BOX 6167, Slough, SL1 0EH

As the firm is authorised by CILEX, if your complaint relates to the misconduct of a CILEX Approved Manager, CILEX member or CILEX Practitioner, you can refer your complaint free of charge to CILEX Regulation for them to investigate. Misconduct is defined as any breach of the CILEX Code of Conduct: [2.-Code-of-Conduct-2019.pdf \(cilexregulation.org.uk\)](http://2.-Code-of-Conduct-2019.pdf(cilexregulation.org.uk)). Misconduct complaints must be made within 12 months of the act or omission that gave rise to the complaint or within 12 months of the complainant having knowledge of the act or omission that gave rise to the complaint, whichever is the greater. CILEX Regulation can be contacted by:

- Telephone: 01234 845770
- Email on [info@cilexregulation.org.uk](mailto:info@cilexregulation.org.uk)
- Website: <https://cilexregulation.org.uk>
- Post: Room 301, Endeavour House, Wrest Park, Silsoe, Bedfordshire, MK45 4HS.

Complaints about a client's rights under the General Data Protection Regulation must be submitted to the Information Commissioner's Office: [ico.org.uk](http://ico.org.uk).

Any disputes or legal issues arising from our Client Care and Terms of Business will be determined by the laws of England and Wales and considered exclusively by the English and Welsh courts.

## **14. Anti-money laundering procedures**

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In accordance with the Proceeds of Crime Act 2002 law firms are obliged to obtain certain information to establish the correct identity and address of clients. In certain circumstances we may be under an obligation to submit a report to the National Crime Agency and other authorities if we have reason to suspect offences concerned with money laundering may have been committed or might be committed.

All individuals and legal entities who are within or undertake activities within the UK's territory must comply with any UK financial sanctions that are in force. All UK nationals and UK legal entities established under UK law, including their branches, must also comply with UK financial sanctions that are in force, irrespective of where their activities take place. The Office of Financial Sanctions Implementation ("OFSI") publishes the financial sanctions imposed by the UK, and we must report to them if we know or have reasonable cause to suspect that an offence has been committed.

By accepting this Client Care and Terms of Business you accept that we are entitled to require you to produce appropriate evidence of your identity and address, that we may submit reports to the relevant authorities concerning your business and that we shall not be liable in any circumstance for any losses which you might incur as a consequence of any such steps which we might properly take in pursuance of our statutory obligations under anti-money laundering legislation.

In carrying out our statutory obligations we incur certain expenses in order to verify the identity of a client to the satisfaction of the authorities, for example company search and AML fees for individuals. We use a search resource through InfoTrack to confirm that your identification meets compliance and fees can vary for this service from £8.40 (inclusive of VAT i.e. £7.00 + £0.83).

### **Acceptable identification documents**

Acceptable evidence of personal identity includes:

- Current valid passport with a UK residence permit if appropriate;
- EU member state identity card;
- Current EU or UK photocard driving licence; or
- Armed Forces ID card.

Evidence of address can be determined by:

- Confirmation from the electoral register;
- Recent utility bill, bank statement or mortgage statement with the current address;
- Local authority rates or council tax bill;
- Current UK driving licence, but only if not used as evidence of personal identity; or
- Local council rent card or tenancy agreement.

### **15. Pooled funds**

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The anti-money laundering guidance which UK banks and other finance services firms must adhere to is issued by the Joint Money Laundering Steering Group (JMLSG).

The JMLSG does not require banks to routinely identify the beneficial owners of law firm's pooled accounts as they do with most other accounts on the proviso that this information is available upon request.

In the event of our bank requesting information about the beneficial owners of our pooled client account you agree to us disclosing your details to them. If further information including verification documentation is required from you in order to identify the owners of funds held by us, you agree to provide it.

## **16. Data protection and General Data Protection Regulation privacy notice**

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

- (a) Updating and enhancing client records;
  - (a) Analysis to help us manage our practice;
  - (b) Statutory returns; and
  - (c) Legal and regulatory compliance including for the purposes of preventing money laundering, terrorist financing or proliferation financing.

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

The Data Protection Act 2018 requires us to advise you that your particulars are held on our database and from time to time we may use these details to send you information which we think might be of interest. If you do not wish to receive that information please notify our office in writing. We do not make such information available to any other provider of products or services.

If you are an individual you have the right under the Data Protection Act 2018 to obtain information from us, including a description of the data that we hold about you. Should you have any queries concerning this right please contact our data protection officer Patricia White.

### **Handling your personal data**

We confirm the following:

- The fee earner handling your matter, their secretary and any legal assistant within the firm may handle your data.
- Your personal data will remain confidential.
- Your personal data will be used to carry out an identification check as is usual in this type of transaction, to make contact with you for the duration of the matter and to ensure that funds are sent or received to facilitate the transaction.
- The processing of your personal data is necessary for the purposes of the legitimate interests pursued by the firm or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of an individual which require protection of personal data, in particular where the individual about whom data is held is a child.
- It may be necessary to provide third parties with your data to effect the transaction, namely other law firms, search providers, government departments including HM Revenue & Customs, the Land Registry and IT service suppliers.

## **Fair and transparent processing**

We confirm the following:

- Your personal data will not be retained for any longer than is necessary to fulfil the firm's statutory obligations.
- Upon signing the client care documentation provided to you at the outset of the matter you will be confirming that the contract which exists between us gives us the right to process your data in relevant and applicable ways.
- You have the right to request from the firm access to and rectification or erasure of personal data or restriction of processing concerning your personal data.
- You have the right to object to processing.
- You have the right to data portability.
- You have the right to contact the Information Commissioner's Office in relation to any concerns you may have with regard to the processing of your personal data.

By accepting this Client Care and Terms of Business you agree to provide personal data and consent to our use of it accordingly.

## **17. Confidentiality and disclosure**

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We must observe a general duty of confidentiality.

Subject to data protection legislation and our duty of confidentiality we may share your personal data with:

- (a) Third parties and other persons who help us provide our products and services;
  - i. Companies and other persons providing services to us;
  - ii. Our legal and other professional advisors and CILEx Regulation Ltd, our regulators as part of its function as the firms' regulator, and our auditors in the conduct of audit or quality checks on our regulated practice;
  - iii. Fraud prevention agencies, reference agencies and debt collection agencies during your service management;
  - iv. Government bodies and agencies in the UK and overseas;
  - v. Courts to comply with legal requirements and for the administration of justice;
  - vi. To other parties connected with your matters; and
  - vii. Anyone else with your consent or as required by law.

Circumstances where it may be necessary for our firm to disclose information about you other than as a result of the normal conduct of your matter include:

- (a) In an emergency or to otherwise protect your vital interests;

(b) To protect the security or integrity of our business operations.

External firms or organisations are required to maintain confidentiality in relation to your files.

We use cloud storage for client files. Our cloud software provider is LEAP. LEAP's cloud infrastructure is provided and maintained by industry leading cloud platform provider Amazon Web Services. Amazon Web Services demonstrates a commitment to information security at every level of the organisation and complies with internationally recognised standards, the EU Data Protection Directive, the General Data Protection Regulation and the Data Protection Act 2018.

We offer clients the option to make payments by credit card and this is facilitated through a virtual terminal portal administered by Take Payments Ltd and the acquiring bank is EVO Payments who are regulated by the Financial Conduct Authority and have their own privacy policies. We are required to certify compliance with PCI DSS which is an information security standard for all business that handle credit and debit cards from major card schemes.

We undertake identity checks through Info Track Limited who are a company registered in England with company number 09474590 and whose registered office is at 10 John Street, London, United Kingdom, WC1N 2EB. InfoTrack understands that your privacy is of paramount importance to you and that you care about how your Personal Data is collected and used and as such they have their own privacy policy.

## **18. Monitoring communications**

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We will monitor and maintain on file, be it paper, electronic or both, records of our calls, letters, emails, text messages, social media messages and other communications in relation to your dealings with us. We will do this for regulatory compliance, self-regulatory practices, crime prevention and detection, to protect the security of our communications systems and procedures, for quality control and staff training and in preparation for circumstances where a record of what has been said becomes necessary.

## **19. Storage of documents**

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After completing the work we will be entitled to keep all of your papers and documents while there is still money owed to us for costs and disbursements.

The retention of files varies according to the type of matter completed, we will generally retain your file for a period of 6 years. If you require your files to be retained longer you must instruct us accordingly. On the completion of the retention period the file is destroyed. The firm does not take responsibility for diarising dates which occur after a case is concluded for you. In certain circumstances, and only by express agreement with you, the firm will diarise dates.

We shall not be responsible for advising you of any future changes in the law which may impact upon you.

If we take papers 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 time spent producing stored papers and reading and related work to comply with your instructions.

We will not destroy documents deposited into safe custody.

## **20. Professional indemnity insurance**

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We have professional indemnity insurance in accordance with statutory requirements. A copy of our insurance certificate can be provided upon request. Our professional indemnity insurer is AXIS policy number P125AXS1004. Notice of claims or circumstances to be given to Hera Indemnity Limited, 6 Bevis Marks, London, EC3A 7BA – Email [claims@heraindemnity.co.uk](mailto:claims@heraindemnity.co.uk). They are regulated by the Financial Services Authority. Information about this can be confirmed at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or contact the FSA at 0845 606 1234.

Our professional indemnity insurance cover does not extend to damages or other monetary awards, judgments or negotiated settlements or claims made or suits brought before any arbitrator, tribunal or court outside England & Wales.

## **21. Financial Conduct Authority**

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Where work involves investments, although we are not authorised by the Financial Conduct Authority to give advice, we are able to refer you to an authorised advisor. We can provide limited services in relation to investments, provided they are closely linked with our legal services as regulated by the .

## **22. Financial Services Compensation Scheme**

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We have no expertise in relation to the fitness for purpose or solvency of any bank. We assume that any bank licensed to operate by the appropriate statutory authority in the jurisdiction in which it operates will be able to honour its obligations. Accordingly we will have no liability to you in the event of the bank at which the firms client account is held becoming insolvent or being unable to meet its obligations.

In such an event you may be eligible for limited compensation from the Financial Services Compensation Scheme (FSCS). In the event of our client account holder's collapse you consent to us disclosing your details to the FSCS for the purposes of making a claim on your behalf.

We currently hold our client account funds in Virgin Money Bank. The £85,000 FSCS limit will apply to each individual client. If you hold personal money in an account with the same bank as our client account the limit remains £85,000 in total.

## **23. Referral arrangements**

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There is no relevant referral fee in your case or

We may pay a referral fee for work to be referred to us, and in your case .....have referred you to us under a referral arrangement and therefore 15% of the fees you pay to us will be paid to them. The advice which we give to you will be independent and we will treat you the same as any other client. You are free to raise questions on all aspects of the transaction and any information which you disclose to us will be treated as confidential and not disclosed to the referrer or to any other third party without your consent. We will not act for the referrer in connection with the same transaction in any way and you are under no obligation to instruct us in connection with the transaction.

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## **24. Recovering legal costs and disbursements**

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If a court orders another party to pay some or all of your legal costs and disbursements it is important to appreciate that you have to pay the legal costs and disbursements in the first place and any amounts then recovered will be repaid to you.

The other person will not be liable to pay the VAT element of costs if you are able to recover the VAT yourself.

If the other party is in receipt of legal aid no costs are likely to be recovered.

It is possible to claim from the other party interest on these amounts from the date of the court order and we will account to you for such interest to the extent that you have paid our costs and disbursements.

You will be responsible for paying our costs and disbursements 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 costs and disbursements which would be in addition to our legal costs and disbursements. Arrangements can be made to take out insurance to cover liability for these circumstances. Please discuss this with us if you are interested in this possibility.

Please note that where a case is dealt with in a Tribunal the recoverability of costs is not the same as a court, you will be advised of this separately where it is applicable to your case.

## **25. Terminating the retainer**

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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 costs and disbursements.

We will only cease acting for you on good reason and after giving you reasonable notice. Possible reasons for our firm to terminate our retainer with you may include:

- a) Failure to respond twice to requests for instructions;
- b) Failure to respond to a request for information required by the Proceeds of Crime Act 2002;
- c) Failure to comply with a request for payment on account of costs and disbursements;
- d) Failure to pay an interim account;
- e) If a conflict of interest arises whereby, we are no longer able to continue acting for you.

We also reserve the right to stop acting at any time in the event of rude or abusive conduct being directed against any member of staff.

If we stop acting for you, you must pay our charges up until that point. These are calculated by proportion of the agreed fee.

## **26. Distance selling – The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013**

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If we have not met you in person, because for example instructions and signing of the contract documentation is taking place by telephone, mail, email or on-line – by way of a ‘distance’ contract – or we have taken instructions and a contract has been concluded away from our business premises, because for example we have met with you at home – by way of an ‘off-premises’ contract and the contract was entered into on or after 14 June 2014, you have the right to cancel this contract within 14 calendar days of entering into the contract without giving any reason. The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract. In the meantime, we ask that you complete the **enclosed** confirmation of consent to commence work within the cancellation period.

To exercise your right to cancel you must inform us of your decision to cancel this contract by a clear statement, for example a letter sent by post, fax or email. You may use the model cancellation form **enclosed** with these terms where applicable to you. We will acknowledge receipt of such a cancellation on a durable medium, for example by email, without delay. To meet the cancellation deadline you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Should you require the work to be commenced within the 14 calendar day cancellation period you must provide your agreement to that in writing, by email, post or fax to enable us to do so. By signing and returning one copy of this document, and the consent to commence work form, you are confirming that we can begin work immediately. Where you have provided your consent for work to commence within the 14 calendar day cancellation period and you later exercise your right to cancel, you will be liable for any costs, VAT and disbursements incurred up to the point of cancellation. Unless you make an express request for us to commence work within the 14 day period we will not be able to undertake any work during that period.

## **27. Continuing instructions**

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Unless otherwise agreed, and subject to the application of then current hourly rates, this Client Care and Terms 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 this Client Care and Terms of Business, it may not be possible for us to start work on your behalf until a copy has been returned to us.

If you require clarification on any of these points please do not hesitate to let us know.