

1. People responsible for your work

You will be told in your initial letter, who is dealing with your work and who is supervising them. We try hard to avoid changing the people who are handling your work but if this cannot be avoided, we will notify you promptly who will be handling your matter and why the change was necessary. If for any reason any members of the team are not available, then please ask for their secretaries, who will be happy to take any message for you.

2. Charges and expenses

Our charges are based on the time we spend in dealing with a case. Time spent on your affairs will include meetings with you and perhaps others; any time spent travelling, considering, preparing and working on papers; correspondence; and making and receiving telephone calls. Sometimes we will deal with matters on a "Fixed Fee" basis. In either case the details will be clearly explained in the accompanying client care letter.

You will be informed in your initial letter of the charging rate of the person dealing with your case, and any others who may assist them.

Routine letters that we write and receive and routine telephone calls that we make and receive will be charged as units of 1/10th of an hour. Other letters and calls will be charged on a time basis. From time to time we will review the hourly rates.

In addition to the time spent, we may take into account a number of factors which include the complexity of the issues, the speed at which action must be taken, the expertise or specialist knowledge which the case requires and, if appropriate, the value of the property or subject matter involved. The rates may be higher if, for example, the matter becomes more complex than expected when we will notify you of this.

If you have a query about the level of any revised rates notified to you, please contact the person dealing with your case straight away.

The amount of our costs which you will have to pay may be greater than the amount you can recover from another party to the case.

We will add VAT to our charges at the appropriate rate.

There may be certain other disbursements, including payments we make on your behalf, such as search fees, court fees, fees for medical and other expert reports and barrister's fees, which you will have to pay. It is usual to request and receive payment on account to cover such outlays prior to our making them. VAT is payable on certain expenses.

We will inform you if any unforeseen additional work becomes necessary (for example, due to unexpected difficulties or if your requirements or the circumstances significantly change during the course of the matter). We will also inform you of its estimated cost in writing before any extra charges and expenses are incurred.

You may set a limit on the charges and expenses to be incurred. This means that you have agreed to pay those incurred up to the agreed limited without our needing to refer back to you. We will inform you as soon as it appears that the limit may be exceeded and will not exceed the limit without first obtaining your consent.

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

It is normal practice to ask clients to pay sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. This helps to avoid delay in the progress of their case. You will have been advised of the level of any payment on account in a separate letter. We may request further payments on account for charges and expenses to be incurred as the matter progresses. When we put these payments towards your bill/s, we will send you a receipted bill. We will offset any such payments against your final bill, but it is important that you understand that your total charges and expenses may be greater than any advance payments. If you are due to receive money from another party we reserve the right to have that money made payable to us and to deduct any outstanding fees from that money before forwarding the balance to you.

3. Proof of Identity

In order to comply with the law on Money Laundering, we need to obtain evidence of your identity as soon as practicable. We will therefore ask you to provide us with documents to verify your identity and address at the outset of your matter, and if you cannot provide these, we may not be able to act for you.

4. Billing arrangements

We will send you an interim statute bill for our charges and expenses outside of the scope of any Public Funding Certificate at suitable intervals while the work is in progress. This enables you to budget as the matter progresses. We will send a final bill after completion of the work. Payment is due to us within 28 days of our sending you a final or interim bill. We will charge you interest on the bill at 4% above the Royal Bank of Scotland base rate from 28 days from the date of the bill, if you do not pay our bill within this time. Interest will be charged on a daily basis.

If you have any query about your bill, you should contact the person dealing with your case straight away.

Alternatively, some clients prefer to pay on a monthly basis, perhaps via standing order and, if that method would be more convenient, the Firm would be happy to accept payment on that basis. If you wish to pay by standing order we will discuss this figure with you. The firm's bank details are attached to this letter and we would be most grateful if you could ensure that the computer reference shown at the top of your letter is advised to your Bank so that we can trace your payments.

Our firm's policy is to only accept cash up to £1000 in any one month period. If clients circumvent this policy by depositing cash direct with our bank, we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.

We also accept payment by most credit and debit cards, either in person in the office or over the telephone.

5. Other party's charges and expenses

It is important that you understand that you will be responsible for paying our bills. We will discuss with you whether all or part of your charges

and expenses might be recovered by you from another person. Even if you are successful, the other party may not be ordered to pay all your charges and expenses or these may not be recovered from them in full. If this happens, you will have to pay the balance of our charges and expenses. If the other party is legally aided, you may not get back any of your charges and expenses, even if you win the case.

If you are successful and the Court orders the other 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 the charges and expenses of seeking to recover any charges and expenses that the court orders the other party to pay.

In some circumstances, the court may order you to pay the other party's legal charges and expenses. For example, if you lose the case. The money would be payable in addition to our charges and expenses. You should be aware that there are alternative methods of funding and you should consider whether our charges and expenses and your liability for another party's charges and expenses may be covered by any insurance you may have such as motor insurance, household insurance or business insurance. Further, if you do not have any such insurance cover, then you may need to consider taking out an insurance policy which may cover another party's charges and expenses and the insurance cover may also provide for our charges and expenses. You would need to pay a premium for such insurance and we would be happy to provide you with details of possible insurers in order that you will be in a position to make enquiries in that regard if you require us to do so.

6. Storage of papers and documents

After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. We will 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 we send you for this matter.

We will not destroy documents you ask us to deposit in safe custody, and reserve the right to charge a fee of £20 for archiving papers on your behalf.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs we may make a charge based on the cost of retrieving and time spent producing stored papers or documents to you or another at your request. We may also charge for reading, correspondence or other work necessary to comply with the instructions given by you or on your behalf.

7. Termination

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

In some circumstances, you may consider we ought to stop acting for you, for example, if you cannot give clear or proper instructions on how we are to proceed, or if it is clear that you have lost confidence in how we are carrying out your work.

We may decide to stop acting for you only with good reason, for example, if you do not pay an interim bill or comply with our request for a payment on account. We must give you reasonable notice that we will stop acting for you.

If you or we decide that we will no longer act for you, you will pay our charges on an hourly basis and expenses as set out earlier.

8. Client care

We are confident of providing a high quality service in every respect. If, however, you have any queries or concerns about our work for you, please raise them in the first instance with the person dealing with your case. If that does not resolve the problem to your satisfaction then please contact the supervisor named in your initial letter, or alternatively you may prefer to contact the firm's client care partner, David Sewell. We value you and would not wish to think you have reason to be unhappy with us.

We will try to resolve any problem quickly and operate an internal complaints handling system to help us resolve the problem between ourselves. If for any reason we are unable to resolve the problem between us, then we are regulated by the Solicitors Regulation Authority which also provides a complaints and redress scheme.

9. Confidentiality

Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. This obligation however, is subject to a statutory exception: recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the Serious and Organised Crime agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure. If this happens we may not be able to inform you that a disclosure has been made or the reasons for it.

10. Financial Services

Napthens is not authorised by the Financial Services Authority. However we are included on the register maintained by the Financial Services Authority 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 Solicitors Regulation Authority. The register can be accessed via the Financial Services Authority website at www.fas.gov.uk/register.

Sometimes Conveyancing/Family/Probate/Company work involves investments. We are not authorised 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, providing they are closely linked to the legal services we are providing to you, as we are regulated by the

Solicitors Regulation Authority.

11. Audit & Assessment

As part of our Quality System, we are subject to audit and assessment by external assessment bodies, to ensure quality standards. Your agreement to these Terms of Business confirms your agreement to your file of papers being made available to the relevant assessment bodies for audit if required.

12. Agreement

Unless otherwise agreed, these terms of business apply to any future instructions you give us.

Your continuing instructions in this matter will amount to your acceptance of these terms and conditions of business. Even so, we ask you to please sign and date the enclosed copy of the covering letter attached to these terms and return it to us immediately. We can then be confident that you understand the basis on which we will act for you.

This is an important document: please keep it in a safe place for future reference.

If you have discussed and agreed setting up a standing order in relation to this matter, These are the details you will need to give to your bank:

Bank:	Royal Bank of Scotland
Branch:	97 Fishergate, Preston Lancashire
Account Name:	Napthens Client Account
Sort Code:	16-28-33
Account No:	12916608

Please quote your client computer number on all payments
Payments can also be made by Credit/Debit card

Napthens LLP. Registered office: 7 Winckley Square, Preston, Lancashire, PR1 3JD. Napthens LLP is a limited liability partnership registered in England and Wales: No. OC325775. The term "partner" indicates a member of Napthens LLP who is not in partnership for the purpose of the Partnership Act 1890. A list of members is available from our registered office.

Terms and conditions



napthens
solicitors

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