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## TERMS OF BUSINESS

### 1. People responsible for your work

The person who will be mainly responsible for this matter will be listed in the Client Care Letter to you under the heading Contact. You will also note that other people such as assistants or locums will or may become involved from time to time in the work on your file.

### 2. Charges and expenses

Our charges are dealt with on a case by case basis, you will find details of these charges under the heading "charges" within the Client Care Letter. In some cases they are charged on a fixed fee, such as in residential conveyancing but in many cases they are charged on a time spent basis.

In the event of our charges being bases, it is then charged 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.

We will charge an hourly rate as detailed in the Client Care Letter to you and the "Standard Time Rates" Sheet per hour for each hour engaged on your matter from now until the review date on 28<sup>th</sup> February 2018

Routine letters that we write, and routine telephone calls that we make and receive will be charged as units of 1/10<sup>th</sup> of an hour. Routine letters received will be charged as units of 1/20<sup>th</sup> of an hour. Other letters and calls will be charged on a time basis.

On 28<sup>th</sup> February 2018 we will review the hourly rate to take account of changes in our overhead costs and notify you in writing of any increased rate.

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. On the basis of the information currently available, we expect

these factors to be adequately covered by the hourly rates set out above. The rates may be higher if, for example, the matter becomes more complex than expected; we will notify you of this.

If you have a query about the level of any revised rates notified to you, please contact the case handler as detailed on the Client Care Letter straight away.

There may be certain other expenses, including payments we make on your behalf, such as court fees, fees for medical reports and barrister's fees, which you will have to pay. 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 must pay those incurred up to the agreed limit 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.

If any monies are received on account for any purpose other than disbursements Serjeant and Son can use these funds to offset against any outstanding fees.

### **3. Billing arrangements**

We will send you an interim bill for our charges and expenses at the end of each quarter 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 bill. We will charge you interest on the bill at 8% per year, from the date on which payment of our bill is due, if you do not pay our bill within this time. Interest will be charged on a daily basis.

If we hold money on account or receive any money on your behalf we may settle our bill using these funds without further reference to you.

### **4. Other party's charges and expenses**

It is important that you understand that you will be responsible for paying our bill. We will discuss with you whether your charges and expenses might be paid by another person. Even if you are successful, the other party may not be ordered to pay all our 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 our 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. We will discuss with you whether our charges and expenses and your liability for another party's charges and expenses may be covered by insurance, and, if not, whether it would be advisable for you to have insurance to meet the other party's charges and expenses.

## **5. Interest**

We are required to set out our policy with regard to the payment of interest on money held in our Client Account. Please note that any interest accrued is not paid to clients in accordance with the Accounts Rules due to the management and administrative costs involved in doing so.

## **6. Authority**

Whilst we owe you a duty of confidentiality, in the course of a transaction, it may be necessary to disclose the status of the transaction to other parties in the same chain of transactions including Solicitors, Surveyors, Estate Agents, Financial Advisers and Lenders. Here again, disclosure of such information would not cause any concern for most clients but we need to be sure that you understand this. We will, therefore, assume, unless you indicate otherwise that consent to such disclosure will extend to all such matters arising out of a land transaction. On request, your fee earner will be happy to explain this matter further and in the absence of your notifying your disagreement, we shall assume that on you signing and returning the copy of the Client Care Letter by way of acknowledgement of receipt, you agree to such disclosure.

Please note that the confidentiality of a transaction is subject to the duties imposed upon Serjeant and Son by law.

## **7. Communication between you and us**

We are confident of providing a high quality service in all respects. If, however, you have any queries or concerns about our work for you, please raise them in the first instance with Miss Wanda Szczygiel. If that does not resolve the problem to your satisfaction or

you would prefer not to speak to Ms Wanda Szczygiel then please contact her Partner, Mrs Kristine Burton.

All solicitors must attempt to resolve problems that may arise with their services. It is therefore important that you immediately raise any concerns you may have with us. We value you and would not wish to think you have reason to be unhappy with us.

## **8. Complaints**

Serjeant & Son is committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received or about the bill, you should refer your complaint to the fee earner dealing with your case and in the event that you are not satisfied with our response you may then refer the matter to the firm's Complaints Handling Partner who is currently Miss Wanda Szczygiel but if he should happen to be the fee earner in question you may refer it to Mrs Kristine Burton by telephoning (01487) 812325 or e-mailing [legal@serjeantandson.co.uk](mailto:legal@serjeantandson.co.uk) or by posting your letter of complaint to our office at 101 High Street, Ramsey, Huntingdon, Cambs, PE26 1DA. We have a procedure in place which details how we handle complaints which is available at our office on request.

If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman by writing to P O Box 6806 Wolverhampton WV1 9WJ or telephoning 0300 555 0333 or sending an e-mail to [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) to consider the complaint. Normally, you will need to bring a complaint to the Legal Ombudsman within 6 years from the act or omission of which you complain or within 3 years from when you should reasonably have known there was cause for a complaint, and the problem or when you found out about it happened after 5<sup>th</sup> October 2010 and you are referring the complaint within 6 months of our final response to you under our Complaints Handling Procedure. Further details may be obtained by referring to [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

You may also have a right to complain about our bill of costs by applying to the Court for an assessment of the bill under Part 3 of the Solicitors Act 1974.

Serjeant & Son has compulsory Professional Indemnity Insurance cover and details of this cover are available at our office on request.

## **9. 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 discontinue to act for you, for example, if you do not pay an interim bill, are unable to give us authority or comply with a request for payment on account of Serjeant and Sons costs and disbursements, but we will tell you the reason and give you one month's notice in writing so that you may have an opportunity to arrange separate representation and advice.

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.

Once closed your file will be stored electronically for an indefinite period of time. If you instruct us to take the file out of storage we may charge for the time spent on producing the stored papers and / the reading of correspondence or other documentation in connection with your request for information.

## **10. Financial Services**

This firm is 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 Solicitors Regulation Authority. The Register can be accessed via the FCA website at [www.fca.gov.uk/register](http://www.fca.gov.uk/register).

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative function. The Solicitors Regulation Authority is the independent regulatory body of the Law Society.

Sometimes conveyancing/family/probate/company work involves investments. We are not authorised by the FCA 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.

## **11. Quality Standards**

The firm is registered under the Lexcel Quality Standard of the Law Society. As a result of this we are or may become subject to periodic checks by outside assessors. 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 that 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 refer to the fee earner with conduct of this matter mentioned in this letter if you need us to explain this matter further or if you would like us to mark your file as not

to be inspected. If you would prefer to withhold consent please notify us or put a line through this section in the copy letter which we may have asked you to return to us.

You should also be aware that this firm is an Accredited Member of the Law Society's Conveyancing Quality Scheme (Scheme No CQS02278) and similar requirements apply where outside assessors will need to check files for the maintenance of the standard. Again, we will assume, unless you indicate otherwise, that you will not object to the production of your file to an assessor appointed by the Law Society if they require production of your file for the purpose of audit of the Quality Mark.

## **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 please sign and date the accompanying Client Care Letter 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.