

# Terms of Business

These terms can be made available in large print or audio format on request.

I have read and understood these Terms
Signed by.....
Print name.....
*Director, for and on behalf of
.....
Dated:

*\*Please delete or complete, as appropriate*

# Camerons Solicitors LLP

## Terms of Business

### 1. Engagement

- 1.1. These terms of business (the “Terms”) and any terms set out in a letter (the “Engagement Letter”) accompanying them will govern the relationship which you have with us. They may be varied from time to time by us in writing. They will govern future instructions you give to us unless you and we agree otherwise.
- 1.2. Your continuing instructions in this matter will amount to your acceptance of these Terms. Even so, please sign and date a copy of these Terms and return it to us immediately. We can then be confident that you understand the basis on which we shall act for you.
- 1.3. In matters involving disputes with third parties it is essential that you sign and return these Terms and the litigation supplement sent to you.

### 2. Anti money laundering and equality/diversity

- 2.1. The law now requires solicitors, as well as other professional services firms, banks and financial institutions, to obtain satisfactory evidence of the identity of their clients. You must provide us with documents to verify your identity and address as we request; if you do not we may refuse to act for you.
- 2.2. Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. This obligation is subject to a statutory exception: legislation to combat money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency (NCA). 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 disclosure to NCA for authority to act. If this happens, we may not be able to inform you that a disclosure has been made or of the reasons for it because the law prohibits “tipping-off” and we may have to cease carrying out work for you until we receive authorisation.
- 2.3. We will not accept cash of more than £1,000 from a client. If you circumvent this policy by depositing cash directly with our bank, we reserve the right to charge for any additional checks regarding the source of the funds.
- 2.4. The firm is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. Please contact us if you would like a copy of this policy.

### 3. Conduct of your work

- 3.1. Each matter undertaken for you will have a partner assigned to it according to the specialist area of law involved. That partner is responsible for the management and supervision of the work to be carried out and may engage the assistance of one or more solicitors or trainee solicitors or other members of staff (qualified or not) whom we consider to have the required knowledge and experience.
- 3.2. In order to conduct your matter it may be necessary or desirable to instruct other professional advisers where we do not have the required expertise. We shall assume, unless you advise us to the contrary in writing, that we have your authority to conduct your matter in the way we consider

appropriate, by instructing barristers, tax advisers, accountants and/or expert witnesses. We shall place reliance upon the opinions and advice of such persons. We shall not be liable for the advice of such persons unless we are held to have been negligent in so doing.

- 3.3. We engage other specialist UK based entities such as switchboard services and typing services. These outsourced providers are retained under a confidentiality agreement with us. If you do not want your matter to be outsourced, please tell us as soon as possible.
- 3.4. You authorise us to incur all disbursements (expenses payable to third parties) which we consider will benefit your matter. We shall however notify you in advance about disbursements to be incurred on your behalf and the cost (or approximate cost where the exact cost is not known). These may be notified in the Engagement Letter. All such disbursements are payable by you.
- 3.5. We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is, broadly, advising on, selling and administering insurance contracts. This activity (including arrangements for complaints or redress if something goes wrong) is regulated by the Solicitors Regulation Authority, as are all of our services. The register can be accessed via the Financial Conduct Authority website at [www.fca.org.uk/register](http://www.fca.org.uk/register).
- 3.6. As members of the Law Society and regulated by the Solicitors Regulation Authority, we may provide services that include certain “regulated activities” (a term applying to dealing in, arranging, managing, recommending, and other activity concerning investment products such as shares, pensions, mortgages, and others) only if our activities arise out of or are complementary to the professional advice we have been engaged to provide. Please refer to clause 11 if you have any problem with the service we provide for you.
- 3.7. We shall communicate with you by whatever method is appropriate to the urgency or circumstances at the time. You should advise us of any special instructions you may have in regard to communications (for example, you may wish to restrict certain types of communication, or the people with whom we communicate on your matter).
- 3.8. Many clients expect us to communicate by email and facsimile transmissions and we may wish to communicate in that way. Those communications may contain, or may attach documents which contain, confidential information. However, the electronic transmission of documents is not guaranteed to be secure or, in the case of email, free from error or corruption, or from viruses. It is not our intention to encrypt such information in emails we send. As email and faxes are not totally secure means of communication, it is possible that information might be received or even intercepted by someone other than the intended recipient, and could be read by that person; the information could be lost or delayed or be incomplete on receipt. You and we agree to take reasonable steps to check for and protect against viruses

and other malicious code. By agreeing to our Terms, you consent to our use of emails and faxes in this way unless you specifically exclude your consent by notice to us in writing.

#### **4. Charges**

- 4.1. Unless otherwise agreed with you our charges are based primarily on the time we spend in dealing with a matter, including meeting with you and others; considering, preparing and working on papers; incoming and outgoing communications (letters, emails, faxes, and telephone calls); and time spent travelling and waiting (for example, before or after meetings). We record time on a decimal basis, that is, in six minute units. So, if we spend 10 minutes on a letter, this will be charged as two units of time. Charges may then be adjusted upwards to take into account a number of factors in addition to time spent such as the matter's value, urgency, speed, importance and complexity, and the expertise or specialist knowledge that the case requires.
- 4.2. Details of hourly rates initially applicable to your matter will have been provided to you in the Engagement Letter. If your matter requires volume photocopying or international telecommunication then we may increase our fees where appropriate. Our charges do not include disbursements such as court fees, stamp duty land tax, land registry fees, barrister's fees, travel expenses and other charges made by third parties. VAT is added to our hourly rates and, where required, to disbursements. On 1 April in each year we shall review the hourly rates (to take account of various factors which include changes in our overhead costs) and will notify you in writing of any increased rate during the retainer. If you have any query about the level of any revised rates notified to you, please contact us straight away.
- 4.3. It is often difficult to estimate how much time will be necessary to complete a particular matter or any particular stage of it. Consequently, any estimates of charges which we give you will not be binding upon us unless we expressly agree in writing that a fee is fixed. Estimates may change as the matter proceeds and it becomes clearer how much time is likely to be required to complete it. We shall advise you if the amount of time we expect to have to spend will materially exceed that previously estimated.
- 4.4. You may, if you wish, agree with us a limit on the charges which may be incurred without further reference to you. This means that you must pay charges incurred up to the agreed limit and we shall inform you when it appears that the limit has been or is soon to be exceeded.
- 4.5. We may require you to make a payment on account of our charges and anticipated disbursements, whether before we start work or at any time during the retainer. We may at any time require you to pay further sums on account, particularly in contentious matters (litigation) before any hearing or trial. Sums held in this way are a deposit against all or part of our anticipated or incurred charges and disbursements and are not an estimate of the charges you will incur. Any payment on account of charges (including disbursements) may be credited against interim bills, interim statute bills or final bills (see below). It is important that you understand that your total charges and expenses may be greater than any payments on account. If any interest has been earned on your money held on account, it will be paid to you in accordance with our interest policy, a copy of which accompanies these Terms. By

signing and returning these Terms you agree to the terms of the interest policy.

- 4.6. It happens sometimes that a matter does not complete, or that you or we consider that circumstances have arisen whereby our agreement must be terminated prematurely (see clause 10.1 below). In such circumstances, we may nevertheless charge for our work together with any disbursements incurred or for which the firm is liable.

#### **5. Bills**

- 5.1. We shall deliver bills either on a regular basis during the conduct of the matter or at or near the completion of the matter. The timing of bills may be agreed with you but any such agreement will be subject to our entitlement to deliver bills at earlier intervals in appropriate circumstances. Bills may be sent monthly, bimonthly, quarterly, or even annually while work is in progress. Interim bills will not be final in respect of work done in a period to which a bill relates unless specifically stated to be an interim statute bill.
- 5.2. Bills are due for payment when they are rendered, and will include VAT (if chargeable) at the rate applicable at the bill date or, as required, at the time the work was carried out.
- 5.3. We may charge interest on unpaid bills, or that part which is unpaid, in accordance with article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009, and we will do so at the rate payable on judgment debts if our services have been provided to you as a consumer or at the rate permitted pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 and regulations thereunder if our services have been provided to you acting in the course of your business. In either case, we will charge interest on and from the last day of the period of 30 days beginning with the date of delivery of our bill.
- 5.4. If any bill is not paid when due, or if funds are not paid on account within 7 days of a request, we reserve the right to give notice to you to decline to act further and to deliver a bill for the full amount of work carried out to that date.
- 5.5. If you are not satisfied with the amount of our bill you may be entitled to have our charges reviewed by the court. This is called 'detailed assessment'. The procedure is set out in sections 70, 71 and 72 of the Solicitors Act 1974.

#### **6. Payment of fees by third parties**

- 6.1. You are liable for payment of our fees notwithstanding that you may have reached agreement that another person or body will make payment on your behalf. We shall deliver bills to you for any work carried out and you will remain liable for payment of those bills. You must ensure that the other person makes payment by way of reimbursement to you.
- 6.2. You are referred to the supplemental document which deals in more detail with costs in litigation. You will remain liable to us for payment of our fees in accordance with these Terms as when bills are rendered even if your opponent is ordered to pay all or part of your fees. Even if you win your case there is no certainty that your opponents will be ordered to pay any of your fees and disbursements or, if so ordered, that your opponent will be financially able to pay. If your opponents are publicly funded it is highly unlikely that you will recover any of your fees and expenses payable to us. The amount of costs payable is normally assessed by the court. You should assume that the amount assessed by the

court will be less than your total liability to this firm. We shall endeavour to recover for you, at your cost, as much as possible from the paying party.

6.3. If we are able to recover from your opponents any fees and expenses which are ordered to be paid to you we shall pay those funds to you provided you have paid all our fees. In the event of you winning the case or otherwise being successful at interim stages, we may be able to claim interest on assessed costs from the date on which the order for costs was made. To the extent that any of our bills have not been paid in full, we are entitled to retain such interest except to the extent that you have paid our fees and expenses.

6.4. If you lose your case, or aspects or interim stages of your case, it is likely that you will have to pay some or all of the costs of the winning opponents in addition to our fees.

## **7. Limitation of liability**

7.1. You agree that our liability as a limited liability partnership will be limited to a claim arising out of our contract with you. Any concurrent or alternative claim in tort that may arise against the firm, or against an individual member or employee or consultant to the firm providing services to you under the contract is hereby excluded such that none of them shall incur any personal liability to you in addition to or apart from the liability of the firm under the contract.

7.2. Our total liability will in aggregate not exceed three million pounds (£3,000,000) or, if greater, the amount of cover available under our professional indemnity insurance. Details of our insurer, levels of cover and territorial coverage are available on request. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or for lost profits or loss of opportunities.

7.3. You may request in writing, before or at the start of the work, that the limitation of liability under clause 7.2 be varied and we shall consider with you and our insurers whether that request is feasible. You will be responsible for any fee payable to our insurers for such increase in cover.

7.4. Our liability will be limited to that proportion of loss and damage which is just and equitable having regard to your own responsibility and that of any other party who may also be liable to you. Where we are acting for more than one individual client in a particular matter the limit of liability will be apportioned between them as closely as possible according to the measure of loss and damage suffered.

7.5. You agree to provide copies of all relevant documents and records in your possession or control to enable us to investigate any claim you make against us.

7.6. The limitation of our liability will not apply to any situation in which limitation of liability is prohibited.

## **8. Data Protection**

8.1. 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 to help us manage our practice, statutory returns, and legal and regulatory compliance.

8.2. 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 give information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection laws to the personal data that we hold about you.

## **9. Storage of papers and documents**

9.1. After completing your matter, we are entitled to keep all your papers and documents whilst there is money owing to us for our fees and expenses. We shall store the file on your matter (except for any of your papers which you ask to be returned to you) off-site with a storage company, free of charge to you, for at least 3 years after sending you the final bill or after informing you that the file is to be closed. We shall not be liable for any loss or damage to the documents stored off-site over and above the liability provided to us by the storage company. Thereafter we may at any time destroy the files that we have stored without further notice to you, even though some of the documents on the file may legally belong to you. We shall not destroy title deeds and documents which you ask us to deposit in safe custody or which you want returned. We may also decide to store some or all of your file on computer hard disk or other storage media or devices.

9.2. We reserve the right to make a reasonable charge for preparing and delivering copies of stored documents, if they are later requested, and for considering papers and undertaking any correspondence or other work necessary to comply with your instructions. Ordinarily, no charge will be made for retrieving stored papers or documents in response to continuing or new instructions to act for you.

## **10. Termination**

10.1. You may terminate your instructions to us in writing at any time. We may decide to stop acting for you only with good reason and on giving you reasonable notice. Examples of good reasons may include your failure to give clear or proper or timely instructions; your failure to pay an interim statute bill, or to pay an interim bill or funds on account, or to procure a guarantee for costs when requested; a conflict or potential conflict of interest arising; if it is clear to us that you have lost confidence in our services or in an individual in the firm; in circumstances under clause 2.2 above; if your conduct or behaviour towards the firm or any of its members staff or consultants is unacceptable to us.

## **11. Grievance and complaints procedure**

11.1. We very much hope that you will be satisfied with our service. However, should there be any aspect of our work with which you are unhappy, dissatisfied or simply unsure, please do not hesitate to discuss it with the partner having conduct or supervision of the work. If you would prefer not to discuss the matter with the supervising partner, please write to Michael Stewart at this firm's address who will send you a copy of our complaints procedure. You have a right to complain and we shall try to resolve any problem quickly. If for any reason we are unable to resolve the problem then you may raise your concerns with the Legal Ombudsman who deals with claims against lawyers or with our regulatory body, the Solicitors Regulation Authority, which provides a complaints and redress scheme.

## **12. Contractual arrangements**

12.1. All disputes in relation to these Terms and the services we provide to you shall be determined by the courts of England and Wales which shall have exclusive jurisdiction. English law will govern these Terms.