

# **ASR Solicitors**

## **General Terms and Conditions of Business**

---

If you have difficulty in reading small prints please ask for a copy of this document in an enlarged format.

### **The purpose of this document**

- This and any accompanying documents, together with any relevant letters or other communications we send you, contain the terms and conditions, which apply to the provision of our services to you. Nobody at ASR Solicitors is authorised to alter them other than in writing.
- Unless you withdraw your instructions in writing immediately on receipt of these Terms and Conditions, your continuing to give instructions means you will be deemed to have accepted them (whether the accompanying documents are signed and returned to us or not) as applying to your current instructions and any which may arise on this or any separate matter in the future.

### **Our aims**

To ensure that your matter is as quick, straightforward and stress free as possible and to provide you with an efficient and effective service at all times.

#### **1. Our commitment to you; and confidentiality**

To represent your interest and keep your business confidential; explain to you the legal work which may be required; make sure you understand the likely degree of financial risk that you will be taking on; keep you regularly informed of progress or, if there is none, when you are next likely to hear from us and try to avoid using technical legal language when writing to you. In addition we will advise you of any changes in the relevant law, which may affect your circumstances.

#### **2. Equality and Diversity**

This firm is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees, and is required to produce a written equality and diversity policy. Please contact us if you would like us to send you a copy of that equality and diversity policy.

#### **3. Your commitment to us**

We would like to keep costs to a minimum and there are a number of ways this can be achieved:

- By keeping involved in your case;
- Dealing promptly with any queries (and avoiding chaser letters);
- Advising us of any developments, which materially affect your case/matter.

#### **4. Money Laundering**

In order to comply with the law on money laundering, we need to obtain evidence of your identity as soon as practicable. We should be grateful, therefore, if you would provide us with documents to verify your identity and address, as set out below;

## **5. Acceptable forms of evidence of identification**

One document from List A and two documents from List B

### List A

- A valid passport; or
- A valid HM Forces identity card with the signatory's photograph; or
- A valid UK Photo-card driving licence; or

### List B

- A cheque guarantee card, credit card (bearing the MasterCard or Visa logo) American Express or Diners Club card, debit or multi-function card (bearing the Switch, Maestro or Delta logo) issued in the United Kingdom with an original account statement less than three months old; or
- A firearm and shot gun certificate
- A receipted utility bill less than three months old; or
- A council tax bill less than three months old; or
- A council rent book showing the rent paid for the last three months; or
- A mortgage statement from another lender for the mortgage accounting year just ended;

### *Identification for limited companies:*

- Certificate of Incorporation;
- Memorandum and Articles of Association;
- Notification of proportion of shares held by Directors;
- Number and Registered office.

In addition, all directors are required to comply with personal identification from Lists A and B above.

## **6. Confidentiality**

Solicitors are under a professional and legal obligation to keep the affairs of the client 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 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 of the reasons for it.

## **7. Source of Funds**

For all our services, the law requires us to be satisfied as to the source of any funding for any transaction – we are entitled to delay implementing your instructions until you satisfy us as to that source.

## **8. Cash**

It is our firm's policy only to accept cash up to £1000.00

## **9. Contracts (Rights of Third Parties) Act 1999**

For the avoidance of doubt, these Terms and Conditions do not confer any benefits or rights on any third party.

## **10. Limitation on liability**

- We do not accept liability for any loss or damage caused by negligence, non-performance or breach of duty in excess of the level of our current insurance cover of £2.5million unless we have made a special arrangement with you at the outset of the matter.
- Your statutory rights remain unaffected.
- We have no liability at all for claims by anyone not our client for negligence, non-performance or breach of duty.

## **11. Financial services**

If during this transaction you need advice on investments, we may have to refer you to someone who is authorised by the Financial Services Authority, as we are not. However as we are regulated by the solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work that we are doing for you.

## **12. Insurance Mediation**

This firm 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 website at [www.fsa.gov.uk/register](http://www.fsa.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 functions. The Solicitors Regulation Authority is the independent *regulatory* body of the Law Society and the Legal Complaints Service is the *independent* complaints handling body of the Law Society.

## **13. Our hours of business**

Normal hours of opening are from 9.00 a.m. to 5.00 p.m. on weekdays. We are closed on Public Holidays. We close during lunch from 1.00 p.m. to 2.00 p.m.

## **14. Charges and expenses**

We have provided you with a written estimate of our charges for the service, the estimate will also specify the amount of value added tax; this estimate is valid for sixty days. We have also provided a written estimate of any additional sums (disbursements) which we are likely to spend. These charges are outside our control and may increase. We will still need payment for them even if your matter fails to be finalised. We reserve the right to increase our fees if any information you have given to us, on which we have based the calculation of our fees is incorrect or changes.

## **15. Payment arrangements and payments in cash**

Transactions are generally conducted in a matter which enables us to send you our bill before finalisation. On conveyancing matters, payment is required on a purchase matter prior to completion. On a sale matter, payment is required at completion unless there are insufficient funds after repayment of any charge when payment will be required before completion. On a sale, our bill is deducted from the proceeds of the sale.

We may ask you to provide payment in advance in respect of fees or disbursements to be paid on your behalf. These will for example, relate to search fees, land registry fees and money transfer fees.

It is your responsibility to make sure that adequate funds are made available to us to finalise your matter and to pay all fees and disbursements.

Uncleared funds must be sent to us a minimum of five working days prior to their being required by us. We will give you as much notice as possible of when funds are required. It is your duty to ensure we have cleared funds irrespective of the time scale.

On matters other than domestic or commercial conveyancing, we endeavour to send accounts to you at least once every 3 months and often every month depending on the complexity and the speed of the transaction. We appreciate that you will often not wish to be faced with one final bill and may be able to agree with you payment by instalments. We would stress that this arrangement is only by agreement and prior to the account being sent to you.

We reserve the right to retain possession of your file until any monies due to us have been paid.

## **16. The Cost of our Services**

- We apply a range of methods for calculating the price for our services depending on the nature of the matter.
- If your fees and expenses are to be paid from another source e.g. a legal expenses insurer, another party involved, or an employer or otherwise, you agree that because our contract is with you, we reserve the right to require you to fund your matter in accordance with these terms and conditions.

### *Fixed Price*

- We may agree with you a fixed price. This is the sum you will pay unless any circumstances arise of which we were unaware when the price was fixed. In these circumstances, or where the matter for which a fixed price was agreed does not proceed for any reason, our Normal Charge Basis will apply to the value of actual work undertaken.

### *Normal Charge Basis*

- Because we cannot always know in advance precisely what work is going to be involved, we give you best information possible about the likely cost at the beginning of the matter and at intervals while the matter proceeds.
- Our fees are calculated at an hourly rate multiplied by the number of whole or part hours spent.
- Fees cover all work done, including for example, time spent on meetings with you and others (including others from ASR Solicitors); preparing documents; preparing advice; reading and preparing letters; telephone calls made and received; and any other activity necessary to progress your matter.
- Work is recorded in units of at least 6 minutes. Short letters and telephone calls made or received are each charged as one unit.
- You will be informed of the hourly rates for your lawyer and of others who may work on your matter.
- Sometimes we increase those rates – we will notify you of the change prior to it taking effect.
- Additionally the hourly rate may be adjusted to reflect the value of the property or assets involved, unusual complexity, levels of responsibility, exceptional value of our work to you, working unsociable hours or unusual speed applied to your matter.

### *Conditional Fee Agreements or Contingency Fee Agreements*

- If we are conducting your matter on a conditional or contingency fee arrangement, additional terms are included in the accompanying documents or in a separate written agreement which will be explained to you and signed by you separately. Such an agreement only displaces any of these Terms and Conditions that are inconsistent with it.

### *Free Initial Interviews*

- We do not generally offer free initial interviews, although there are some restricted areas of work where we do. Unless our marketing materials say so, or we specifically confirm otherwise, you should not assume that the first interview is free of charge.

Where we do, the purpose is simply to enable us to judge whether you have a matter which is worth investigating further, and to advise you whether it is worthwhile you investing your resources in it. The interview is diagnostic only, can take place on the telephone or at a meeting, and will not be the subject of a charge to you. The length of the free interview, and the amount and extent of advice that we give you free of charge is entirely within our discretion. The free service DOES NOT EXTEND to any further work, consultation, clarification or further advice of whatever kind. Any work we do following a Free Initial Interview will be charged on our Normal Charging Basis.

We retain the discretion to charge you for this Free Initial Interview if at the end of the case your opponent is liable to pay your fees which we have been unable to recover.

### *Taxes and Expenses*

- None of our fixed fees, rates, estimates or charges includes VAT, VAT will be charged in addition at the rate prevailing at the time of the provision of our services, nor do they include any expense payments which we need to make on your behalf. Written estimates may specify the amount of VAT, and/or additional expenses.
- We are entitled to charge, in addition to the actual cost to us, for obtaining documents filed with regulatory authorities and for exceptional amounts of copying, courier services, faxes, postal charges or telephone charges.
- By instructing us, you give us authority to incur and pay expenses for the proper conclusion of the matter including search fees, for the instruction of experts, Counsel, company or local agents, travelling expenses, any cost relating to the verification of your identity, any cost incurred in complying with any regulatory requirements, and any other services we believe to be reasonably required.

### *Fees and Expenses of Other Parties or Prosecuting Authorities*

- Sometimes, you may be required to pay the fees and expenses of another person or body involved in your matter. These are payable in addition to your own fees and expenses.

### *Collection Charges*

- If it is necessary for us to take any collection action against you for non payment of our fees and expenses, the entire cost of investigating and taking appropriate action together with any additional expenses will be chargeable to you on our Normal Charge Basis as outlined as above.

## **17. Payments**

- Where we have received payments on account of fees and expenses from you, we will periodically review and inform you of any changes in our original estimate of the cost of the matter, and invoice you for the value of the work undertaken.
- Any failure by you to pay any sum required on account, or to pay any invoice in accordance with our normal terms for payment, entitles us either not to start or to stop work on your matter and stop implementing your instructions until payment in full is received.
- Payment of all invoices is due within 15 days of delivery. If any other payment due or required is not made, a final account will be sent for payment in accordance with our normal terms.
- If we are holding any money, papers or other property on your behalf, whether in relation to this or any other matter, we shall be entitled to deduct what is due to us from that money or to retain any property or papers until payment is made.
- Where payment is not made within 15 days, interest will be charged at the rate payable on Judgement debts from the date of delivery of each account until the date of payment.
- Where our work relates to a property or corporate transaction, an invoice may be raised following the making of a binding contract and payment required prior to completion of the contract.
- We reserve the right not to complete the transaction until the clearance at our bank of the amount due and expenses including any sums we are contractually bound to pay to others.
- Unless otherwise specifically agreed with you at the beginning of your matter, our fees and expenses will be payable whether or not the matter is successfully concluded or the transaction completed.

### *Fees recovered*

- Whilst you are primarily liable to us for payment of your fees and expenses, if you are entitled to the reimbursement by some other party of fees and expenses incurred, the value of the reimbursement is reached either by agreement or assessment by the Court. It is rare for this sum to be sufficient to reimburse you in full. The assessment process requires that we devote time and work towards recovering monies on your behalf, and unless otherwise agreed, this will be charged on the same basis as for the rest of your matter.
- Your acceptance of these Terms and Conditions also signifies your agreement that you are liable to pay our charges and expenses at the rates agreed with you and not as limited by s.74 (3) Solicitors Act 1974, and not by reference to any of the principles concerning fees and expenses laid out in the Civil Procedure Rules 1998.

### *Transaction Payments*

- On conveyancing transactions where we require payment from you for the completion of your matter, we may postpone completion until we are in receipt of cleared funds and accept no liability for any loss arising from delay in the clearance of funds which is not attributable to us.

## **18. Billing arrangements (contentious matters only)**

*Costs normally form three components:*

- a) Our fee based on time spent by staff at the hourly charge out rate. Routine letters and telephone calls are charged at one tenth of the hourly rate. (1 unit)
- b) VAT on the above currently at 20%
- c) Payments to third parties (disbursements)

*There are three types of disbursements:*

- a) Court fees – we can generally predict these reasonably accurately at the beginning of the case.
  - b) Counsels' fees – We will instruct such Counsel as we believe has sufficient knowledge and expertise in the particular area of law concerned. We always ask for an estimate but Counsel's Clerk often faces the same difficulties as we do in assessing how much time will be spent on a case until it is concluded.
  - c) Experts reports – e.g. Doctors reports about injuries. Variable dependent upon the type of report required but we are often able to obtain an indication of the hourly rate in advance.
- We usually ask for a payment of costs on account to deal with the initial costs of getting your case underway. Until a formal invoice is sent to you, this sum will not be used to pay our own costs, but it may be used to pay disbursements on your behalf.
  - It may be that you are entitled to apply for public funding to the Legal Services Commission (legal aid) for assistance with your costs. If we believe that you may fall into this category we will carry out a provisional assessment and refer you to a firm with a legal aid franchise.
  - You may also have the benefit of insurance for legal costs. This may be through your house insurance; specific legal insurance; trade union insurance or employer's insurance. If you think that you may have an appropriate policy please advise us of this immediately.

## **19. Interest payments**

- Any money received on your behalf will be held in our client account and is subject to minimum amounts and periods of time as detailed in the Solicitors' Accounts Rules 1998.
- Interest will be paid to you on certain balances in accordance with the Solicitors Accounts Rules. This will be calculated at the rate you could obtain yourself from time to time from Barclays Bank Plc applicable to the exact sum held on your behalf. Interest runs from the date that funds clear to the date of issue of any cheque or other method of payment.
- In conveyancing matters, where a lender is involved, we will ask for funds in advance of the completion date to ensure that we have funds available on completion day. The lender may charge interest from the date of issue of their loan amount.

## **20. Litigation Matters**

The Civil Procedure Rules 1998 ("CPRs") apply to most litigation matters.

### *Statement of Truth*

- The CPRs require some documents prepared before or during court proceedings to be verified by a statement of belief on the part of the signatory of the document that it is believed that the facts set out are true. Lack of truth may subject the signatory to proceedings for contempt of court which may result in a fine or prison sentence. Where we sign such statements on your behalf, we will be certifying only that we believe the facts stated to be true and under no circumstances will we be certifying them as true within our knowledge. If you are a limited company or other body, your instructions will act as your authority to any person giving us those instructions on your behalf to make Statements of Truth on your behalf.

### *Documents*

- The CPR's require you to search for, locate and disclose originals or copies of documents relating to the matter. It is a condition of our acting in your matter that

you will let us have all the documents relating to your matter as we may from time to time require you to produce. In the event that you fail to comply with any such requirement, we may decline to act for you further in that matter and other matters, and you will be liable to pay our charges and expenses as set out in Clause 15.

*Attendance at hearings and meetings and complying with the requirements of the Court*

- From time to time, the Court may ask you directly or through us to attend hearings or meetings arranged in connection with your matter, or to take certain steps or produce written or other materials relating to the matter. Failure to comply may result in your matter being stopped or some financial penalty being imposed on you by the Court. After giving you written notice, if that failure persists we reserve the right to withdraw from acting for you further. You will be liable to pay our charges and expenses as set out in Clause 15.

*Other Fees and Expenses*

- The Court has powers to order parties to litigation matters to pay fees and expenses of their opponent as the matter progresses. Failure to pay may result in you not being able to participate further in the matter, or financial penalties being imposed, or steps being taken by your opponent to enforce the order for payment by seeking the seizure and sale of your assets or an attachment of part of your earnings, or taking steps to make you bankrupt or put you into liquidation. In that event, we reserve the right to withdraw from acting further for you. Notice of this will be given to you in writing, and you will be liable to pay our charges and expenses as set out in Clause 15.

*Settlement of Dispute before or during Proceedings.*

- Before allowing you to claim or defend any proceedings, or to continue to claim or defend them. The Court may require you to satisfy it as to the steps you have taken to settle the dispute with your opponent. Failure on your part to attempt a reasonable settlement of the dispute may result in financial penalties being imposed on you by the Court. Whilst we will from time to time, and as appropriate, raise with you the possibility of such settlement, the primary responsibility for protecting yourself against such financial penalties is yours and not ours.

## **21. Mortgage arrangements**

In conveyancing matters, we have a duty of care to your mortgage lender (if any) and you authorise us to disclose to them any information they require which is held by us regarding your proposed borrowing.

It is your responsibility to comply with the terms and conditions of any mortgage offer letter.

If you are repaying an existing mortgage, please enquire of your lender whether there is any redemption or penalty fee for early repayment.

## **22. Local Searches and Environmental Searches**

In conveyancing matters we use an agency for searches, which is usually more efficient and less expensive. The agency is covered by adequate insurance. Occasionally a lender will require that we make a search direct of the local authority and this may result in an additional cost to you.

We are not qualified to give you advice on the result of Environmental searches and we will refer you to the appropriate agency should you have any queries as a result of entries on a search.



## **23. Stamp duty**

In conveyancing matters, we aim to complete all returns prior to the finalisation of a matter but occasionally these are sent by post after finalisation. There are strict guidelines for payment of duty (currently 30 days). If payment is not made on time through your delay the Revenue will charge interest and/or penalty which is payable by you. The Revenue service may raise queries on any return up to nine months after finalisation.

## **24. Storage of papers, deeds and other items**

After finalisation of your file, we are required to keep all papers and documents while there is any money owing to us. In addition, we will keep paper and electronic files and records for not less than six years. After that, we will destroy them after such period as we consider reasonable. We do not destroy deeds, wills or securities that you ask us to place in safe custody. Presently, we do not make a charge for this service, although we reserve the right to do so in an appropriate case.

## **25. Termination of instructions**

You may terminate your instructions to us at any time in writing.

If we decide that we are unable to act for you, we will tell you the reason and give you notice in writing.

We are entitled to refuse to act for you if you fail to supply appropriate proof of identity.

## **26. Complaints Handling**

In the event that you feel your transaction has not been handled appropriately or if your experience in dealing with our firm is considered to be unsatisfactory by you, you as our client are entitled to make a formal complaint to us about our services, including a complaint about our firm's invoice. The person holding responsibility to deal with your complaint will have been highlighted to you in our firm's client care letter.

We have an internal complaints procedure, in accordance with which all complaints are handled; a copy of this is available upon request. We aim to ensure that all complaints are handled fairly, promptly and effectively.

*What to do if we cannot resolve your complaint*

The Legal Ombudsman can help you if we are unable to resolve your complaint ourselves. They will look at your complaint independently and it will not affect how we handle your case.

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, then you must take your complaint to the Legal Ombudsman:

- Within six months of receiving a final response to your complaint
- And
- No more than six years from the date of act/omission; or
  - No more than three years 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 9.00 to 17.00.

Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

Legal Ombudsman PO Box 6806, Wolverhampton, WV1 9WJ

What to do if you are unhappy with our behaviour

The Solicitors Regulation Authority can help if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic.

Visit their website to see how you can raise your concerns with the Solicitors Regulation Authority.

## **27. Communication**

You may choose the method that we communicate with you. Many papers have to be sent by normal post but otherwise we will be happy to use fax or email. We cannot however be responsible for the security of correspondence or documents sent by any method. If receiving communication by email we recommend that you install a virus checker. We do not accept service of documents by email unless we give you specific authorisation.

## **28. Data protection**

Under the Data Protection Act 1998, you are entitled to a copy of any personal information held by us on payment of a fee. We may hold and process your personal information by computer or otherwise. Your personal information is disclosed to our insurers; sub-contractors and agents to the extent that they need this information in order to provide a service to you. Your personal information is held on an accounts database. We may use this information to send you information regarding our services that we think may be of benefit or of interest to you.

## **29. Consumer protection**

If the contract that we have made with you is not 'in person' then the Consumer Protection (Distance Selling) Regulations 2000 may apply. Please note that the period of time for concluding the legal services we intend to provide to you may exceed thirty days and you have the right to cancel this contract for services. To do so you must give us written notice within seven working days (the 'Cancellation Period') starting from the day after you receive these terms. If you wish us to commence work before the expiry of the Cancellation Period you must let us know but if so you will then lose your right to cancel.

## **30. Governing Law and Jurisdiction**

The law of England and Wales will apply to any interpretation of this agreement and exclusive jurisdiction over any dispute is given to the courts of England and Wales.