

Norris & Miles
Terms and Conditions of Business

1. People responsible for your work

[Name of fee earner] will be mainly responsible for this matter but may be assisted by others as the matter progresses, for example to cover absence from the Office. If that happens, we will tell you their names and status as necessary.

If for any reason [fee earner] is unavailable, please ask for their secretary, who will be happy to take any message for you.

We try hard to avoid changing the people who are handling your work but if this cannot be avoided we will notify you promptly and explain why the change was necessary.

We shall pursue this matter on your behalf and keep you informed of progress (and, where appropriate, the legal costs). You should please provide us with your instructions as necessary, answer our enquiries within a reasonable time, comply with any request we make to provide payments on account of costs and disbursements, and pay the accounts that we send you within 28 days.

2. Charges and expenses

[fee earner] will have provided you with a costs estimate.

Our charges are generally based on the time spent 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 £295.00 per hour for each hour engaged on your matter by [fee earner] from now until the review date on 1st January each year. Any time spent travelling will be charged at £195.00 per hour. In case [fee earner] is assisted by others as the matter progresses, please note that the current hourly rates of our staff are as follows:-

	Rate	Travelling
Solicitors	£295 per hour	£195 per hour
Legal Executive	£275 per hour	£180 per hour

Routine letters (including faxes and emails) that we write and routine telephone calls made and received will be charged in units of 1/10th of an hour. Routine letters (including faxes and emails) that we receive will be charged in units of 1/20th of an hour. Other letters and calls will be charged on a time basis.

On 1st January each year we will review the hourly rates to take account of changes in our overhead costs and notify you in writing of any increased rates. If you have any queries about the revised rates, please contact [fee earner] straight away.

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

A fee of £25.00 plus VAT will be charged for Bank transfers (where an immediate transfer of funds is required) comprising a Bank fee of £7.00 plus VAT and an administration fee of £18.00 plus VAT.

There may be certain other expenses, including payments we make on your behalf, which you will have to pay. Any travelling which we undertake in connection with your case will be charged at the rate of 45p per mile. 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.

It is our 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 the case. When we put these payments towards your bill/s, we will send you a receipted account. 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 payment.

3. **Our service to you**

- We will update you in writing with progress on your matter regularly.
- We will communicate with you in plain language.
- We are happy to correspond with you by e-mail. The e-mail address of the person dealing with your claim is set out below. It is again imperative that you quote our file reference when doing so.
- We will explain to you in writing the legal work required as your matter progresses.
- We will update you on the cost of your matter at agreed events.
- We will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances
- We will update you on the likely timescales for each stage of this matter and any important changes in those estimates.
- We will not provide any tax advice on any tax liability that may arise out of the transaction and you should consult with your accountant about any tax implications.

Responsibilities

We agree to:

- review your matter regularly.
- advise you of any changes in the law relevant to your matter.
- advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter.

You agree to:

- provide us with clear, timely and accurate instructions.
- provide all documentation required to complete the transaction in a timely manner.
- you quote the reference that appears at the head of this letter whenever you write or telephone.

4. **Billing arrangements and interest on client account**

We will send you a bill for our charges and expenses when the work is completed. We may deduct our charges (or disbursements) from funds that we hold on your behalf.

Payment is due to us within 28 days of our sending you a bill. If you do not pay the bill within this time, we will charge interest on it at 10% per year on a daily basis from the date on which payment of our bill is due.

If you have any query about your bill, you should contact [fee earner] straight away.

The firm's policy is to account to clients for interest earned whilst their money is in our client account, provided the amount of interest exceeds £20. The interest payable is unlikely to be as high as might be obtainable by you, as the Solicitors Regulation Authority Account Rules state that client's money must be held in an account enabling instant access, in order to facilitate a transaction. However, if we are aware that a significant amount of money will be held in client account for a fairly significant length of time, consideration would be given to opening a designated deposit account.

5. **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 15 years and on the understanding that we have your authority to destroy the file 10 years after sending you our final bill. We will not destroy documents you ask us to deposit in safe custody.

If we need to retrieve papers or documents from storage, we will not normally charge for such retrieval. However, we may make a charge based on 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 instructions given by you or on your behalf.

6. **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 you have lost confidence in our 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.

At the end of the matter, or if our instructions are terminated, we are entitled to retain our file of papers relating to your matter pending payment of the balance of our costs and disbursements.

7. **Money Laundering and fraud**

You will be aware that the Government has introduced measures to combat money laundering and tax fraud which apply to all firms of solicitors. Under the rules, if we become aware that anyone involved in your case (including the other party) might have criminal property, for example the proceeds of tax evasion or benefits fraud, then we must make a report to the National Crime Agency (NCA). Were this to arise, such a report would have to be made without notification to you or the other party and the requirement to report would override the normal rule of client confidentiality.

As a result of the money laundering regulations referred to, it is the policy of this firm not to receive a payment or payments in cash totalling more than £1,500; and we cannot agree to send money to a third party on your behalf unless the circumstances are fully explained to us.

8. **Raising queries or concerns with 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 or the bill that we issue, please raise them in the first instance with Nick Walker. If that does not resolve the problem to your satisfaction, or you would prefer not to speak to Nick Walker, then please contact Harvey Griffiths.

All solicitors must attempt to resolve problems that may arise with their services and we have a complaints procedure document that details how we handle complaints. This is available on request from Nick Walker and would be sent to you should you make a complaint. It is 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. Your right to complain might relate to the way in which your matter is being handled or about a bill that we issue.

In the case of a complaint about a bill, you may also have the right to apply for assessment of the bill under Part III of the Solicitors Act 1974. However, we would point out that if all or any part of the bill remains unpaid, we may be entitled to claim interest, such entitlement being set out above.

We have eight weeks to consider your complaint. If you remain dissatisfied at the end of our complaints process, you would then be at liberty to contact the Legal Ombudsman, an organisation which investigates complaints about poor service from lawyers. The Legal Ombudsman can investigate complaints up to one year from the date of the problem happening or within one year of when you found out about the problem. However, if we send a final written response to your complaint within eight weeks of receiving it, the time limit for you to refer the matter to the Legal Ombudsman is six months from the date of that final response. The Legal Ombudsman has discretion to accept out-of-time complaints where it is “fair and reasonable to do so”.

If you would like more information about the Legal Ombudsman, their contact details are as follows:-

- Visit www.legalombudsman.org.uk
- Call 0300 555 0333 between 8.30 a.m. and 5.30 p.m. (calls to 03 numbers will cost no more than calls to national geographic numbers (starting 01 or 02) from both mobiles and landlines. Calls are recorded and may be used for training and monitoring purposes).
- For minicom call 0300 555 1777
- Email enquiries@legalombudsman.org.uk
- Postal address : Legal Ombudsman, PO Box 6167 Slough SL1 0EH

The professional rules relating to solicitors’ firms, including the Code of Conduct, can be accessed on the website of the Solicitors Regulation Authority at www.sra.org.uk/code-of-conduct.page.

9. **Consumer Contracts Regulations 2013 (applicable only to non-commercial clients)**

If we have been instructed to act for you pursuant to a meeting at our office, this will be an “on-premises” contract with no right of cancellation, although you will be entitled to terminate our retainer (as mentioned elsewhere in this document).

If our instructions to act did not arise pursuant to a meeting at our office, it will be an “off-premises” contract, and as such you have a right to cancel your instructions to this firm (by letter, fax or e-mail) within 14 days starting the day after the date that you contacted/instructed this firm. If you cancel the contract within that 14 day period, but in the meantime you have instructed us to carry out an item of work, and we carry it out, you will be liable to pay our reasonable costs for that work. Also, if you authorise us to commence work and thereafter give notice of cancellation, by which time we have completed the matter, again you will be liable to pay our reasonable costs for that work. However, subject to this point, if you exercise your cancellation right, you will not be charged for our services.

If you return these Terms and Conditions of Business, duly signed, then this will amount to your authority to proceed with this matter, with the cancellation right having been waived; and once we have started the work, you may be charged if you then cancel the instructions. As mentioned above, during the course of the matter you will be entitled to terminate our retainer (as mentioned elsewhere in this document).

10. **Privacy and Data Protection**

Our Privacy Notice is attached.

We use the information you provide primarily for the provision of legal services to you, and for related purposes including updating records, analysis for management purposes, statutory returns and regulatory compliance. The information can be held by us on computer and/or paper files and records, and may be transferred internally. Our use of the information is subject to your instructions, the Data Protection Act 2018, the General Data Protection Regulation and our duty of confidentiality. Our work for you may require us to give information to third parties. You have a right of access to the personal data we hold for you, and please inform us in writing if you wish to have access to any such information.

11. **Insurance Cover**

In the unlikely event that we make a mistake in any matter, we confirm that the firm has insurance cover approved by the Solicitors Regulation Authority up to a limit of £3 million per claim. The firm does not accept liability for any claim to the extent that it exceeds this amount. If you believe that your matter may involve a potential liability over £3 million, please inform us in writing, so that we can obtain a quotation for “top up” cover.

Should you so request, we would provide you with the name and contact details of our professional indemnity insurer, and details of the territorial coverage of the insurance.

12. **Tax, Investment and Insurance Advice**

Unless expressly agreed to the contrary, the scope of this firm’s work for you will not include tax, investment or other financial advice and this should be sought from an independent third party if it is required.

During the matter, if you need advice on investments, we may refer you to someone who is authorised by the Financial Conduct Authority, as we are not so authorised. 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.

Although we are not authorised by the Financial Conduct Authority, we are included on the register maintained by that Authority and this enables us to carry on insurance mediation activity which is, broadly speaking, the advising on, selling and administration of insurance contracts. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority which is the independent regulatory body of the Law Society.

In the event of our recommending an insurance policy we confirm that:-

- the market would be researched before any recommendation is made, and
- we would provide a “demands and needs” statement based on the information provided by you, together with reasons for recommending a policy.

13. **Lexcel/Practice Management Standards**

This firm has obtained the Lexcel quality mark, which demonstrates that it complies with the Law Society’s Practice Management Standards. There is an annual Lexcel assessment at our office, during which an external assessor (who is the subject of a confidentiality agreement) audits a small sample of case files. Unless we hear from you to the contrary we shall presume that you have no objection to your case file being included in such sample.

14. **Agreement**

If you continue to instruct us to act in this matter, those instructions will amount to an acceptance on your part of these Terms and Conditions of Business.

Norris & Miles, Solicitors

Date :

PRIVACY NOTICE

Norris & Miles takes its clients' privacy seriously and this notice tells you why and how we collect, use, store and share your personal information. It also explains your rights in relation to your personal information and how you can exercise them.

We have appointed a General Data Protection Regulation Manager (Nick Walker) to oversee our compliance with data protection laws.

Why we process your personal information

Under the General Data Protection Regulation ("GDPR"), we can only process your personal data if we have one or more lawful reasons for doing so. Our reasons are:-

- to comply with our legal and regulatory obligations
- for the performance of our contract with you or to take steps at your request before we enter into a contract with you
- for our legitimate (i.e. business) interests or those of a third party
- where you have given your consent

How your personal information is collected

We collect your personal data directly from you – in person, by telephone, text or email, or via our website – or from your professional advisers and/or our clients. We may also obtain it from a third party, e.g. your bank, Companies House or a credit reference agency.

Personal information we collect

We may collect the following types of personal information from you:-

- your name, address, email address and telephone number
- information to enable us to verify your identity including your place and date of birth
- details of your work history
- details of your personal history including your marital status
- details of the matter about which you have consulted us
- details of the correspondence (including emails) you send and receive from us
- we may undertake an investigation into your credit worthiness to establish whether to enter into a business relationship with you
- your bank details and payment card information

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

What we use your personal information for

We will use the personal information about you for the following purposes:-

- to deliver the legal services we have agreed to provide
- to maintain and improve our services (we rely on feedback to operate more effectively)
- to satisfy third parties that we have undertaken anti-money laundering checks
- to answer your queries or complaints
- for staff training
- for the purposes of crime prevention and debt collection
- for general record keeping

Who we share your personal information with

We may disclose your personal information to the following persons where we are satisfied that they will take appropriate measures to protect your personal information and will only use it for specific purposes in accordance with our instructions;

- regulatory bodies or law enforcement agencies where we are required to do so
- our Lexcel Assessors to enable them to carry out their annual audit of the firm
- our accountants and other professional advisors including our IT consultants
- our service providers who provide us with IT services and our website hosts
- barristers and other professionals whom we consult on your behalf
- our employees
- our professional indemnity insurers
- HMRC, the Land Registry and the courts
- the other parties in your case or their advisers

How long we keep your personal information

We will keep your personal information whilst we are providing services to you and for up to 15 years afterwards:-

- to keep records required by law
- to deal with any complaints or claims made by you

When it is no longer necessary to retain your personal information, we will destroy, delete or anonymise it. On rare occasions, we may store your personal information for more than 15 years where it is clear that its preservation will be in the interests of you or your family.

Your rights

You have the following rights which you can exercise free of charge:-

- the right to be provided with a copy of your personal information
- the right to request the correction of inaccurate personal information we hold about you
- the right to request the erasure of your personal information in certain limited circumstances
- the right to restrict processing of your personal information where certain requirements are met
- the right to object to the processing of your personal information
- the right to request that we transfer elements of your data either to you or another service provider
- the right to object to certain automated decision making processes using your personal information

To exercise any of these rights, or if you have any questions relating to your rights, please contact us by using the details set out in the “Contacting us” section below.

If you are unhappy with the way we are using your personal information you can also complain to the UK Information Commissioner’s Office (ico.org.uk/global/contact-us Tel: 0303 123 1113).

Contacting us

If you wish to contact us please email the GDPR Manager -Nick Walker at post@norrismiles.co.uk or write to us at: GDPR Manager, Norris & Miles, 6 Market Square, Tenbury, Worcestershire WR15 8BW.