

RUSSELL & CO

Terms and conditions

Our aim

- We aim to offer our clients quality legal advice with a personal service at a fair cost. As a start, we hope it is helpful to you to set out in this statement the basis on which we will provide our professional services.

Our hours of business

- The normal hours of opening at our offices are between 9.00 am and 1.00 pm and between 2.00 pm and 5.00 pm on weekdays. Messages can be left on the answerphone outside those hours and appointments can be arranged at other times when this is essential.

Charges and expenses

- Our charges will be calculated mainly by reference to the time actually spent by the solicitors and other staff in respect of any work which they do on your behalf. This may include meetings with you and perhaps others; reading, preparing and working on papers; making and receiving telephone calls, e-mails, faxes and text messages; preparation of any detailed costs estimates, schedules and bills; attending at court; and time necessarily spent travelling away from the office. From time to time we may arrange for some of this work to be carried out by persons not directly employed by us; such work will be charged to you at the hourly rate which would be charged if we had done the work ourselves.
- Routine letters, e-mails and texts that we send and routine telephone calls that we make and receive are charged at one-tenth of the hourly rate. Routine letters, e-mails and texts received are charged at one-twentieth of the hourly rate. Other letters, e-mails and calls are charged on a time spent basis.
- The current hourly rates are set out below. We will add VAT to these at the rate that applies when the work is done. At present, VAT is 20% and our VAT registration number is 687 4459 76.

	£
Directors, Consultants & Senior Solicitors	215
Solicitors	195
Paralegal	165
Trainee Solicitors	135

- These hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed with effect from 1 January each year. If a review is carried out before this matter has been concluded, we will inform you of any variation in the rate before it takes effect.
- In addition to the time spent, we may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken, any particular specialist expertise which the case may demand. An increase in the rates may be applied to reflect such factors. In property transactions, in the administration of estates and in matters involving a substantial financial value or benefit to a client, a charge

reflecting, for example, the price of the property, the size of the estate, or the value of the financial benefit may be considered. It is not always possible to indicate how these aspects may arise but on present information we would expect them to be sufficiently taken into account in the rates which we have quoted. Where an increase in the rates or a charge reflecting any value element is to be added we will explain this to you.

- Solicitors have to pay out various other expenses on behalf of clients ranging from Land or Probate Registry fees, court fees, experts' fees, and so on. We have no obligation to make such payments unless you have provided us with the funds for that purpose. VAT is payable on certain expenses. We refer to such payments generally as 'disbursements'.
- If, for any reason, this matter does not proceed to completion, we will be entitled to charge you for work done and expenses incurred.

Payment arrangements

- Property transactions. We will normally send you our bill following the exchange of contracts and payment is required on a purchase prior to completion; and at completion on a sale. If sufficient funds are available on completion, and we have sent you a bill, we will deduct our charges and expenses from the funds.
- Administration of estates. We will normally submit an interim bill at regular stages during the administration, starting with the obtaining of a Grant. The final account will be prepared when the Estate Accounts are ready for approval.
- Other cases or transactions. It is normal practice to ask clients to pay interim bills and sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. We find that this helps clients in budgeting for costs as well as keeping them informed of the legal expenses which are being incurred. If such requests are not met with prompt payment, delay in the progress of a case may result. In the unlikely event of any bill or request for payment not being met, this firm must reserve the right to stop acting for you further.
- Payment is due to us within 28 days of our sending you a bill. Interest will be charged on a daily basis at 4% over Yorkshire Bank's base rate from the date of the bill in cases where payment is not made within 28 days of delivery by us of the bill.
- A fixed administration fee of £50 may be charged where a bill has not been paid within 28 days of delivery, to cover the additional costs incurred in recovering overdue amounts.
- Overdue balances may be passed to an outside agency to administer collection procedures and in this event all additional costs incurred will be charged to the client.
- You can make payment by bank transfer, cheque or by credit or debit card. MasterCard Credit, Visa Credit, Maestro International, UK Maestro, Solo, UK Visa Debit, UK Visa Electron and UK Debit MasterCard are accepted, including Visa and MasterCard corporate, business and purchasing cards. Card payments can be taken when you visit the office in person or over the telephone. Credit card payments will attract an additional charge of up to 2.2% of the transaction value, to cover the fee charged to us by the card facility provider. Commercial cards will attract a fee of up to 3.1%. There is no additional charge for payment by debit card.
- Please note that debit or credit card payments cannot be accepted for some items and your Solicitor will be able to advise you in relation to your specific matter.
- The common law entitles us to retain any money, papers or other property belonging to you which properly come into our possession pending payment of our costs, whether or not the property is

acquired in connection with the matter for which the costs were incurred. This is known as a 'general lien'. We are not entitled to sell property held under a lien but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of costs.

- If we are conducting litigation for you, we have additional rights in any property recovered or preserved for you whether it is in our possession or not and in respect of all costs incurred, whether billed or unbilled. We also have a right to ask the court to make a charging order in our favour for any assessed costs.
- We do not accept payments to us in cash. Monies due to you from us will be paid by cheque or bank transfer, but not in cash, and will not be made payable to a third party.

Other parties' charges and expenses

- In some cases and transactions a client may be entitled to payment of costs by some other person. It is important that you understand that in such circumstances, the other person may not be required to pay all the charges and expenses which you incur with us. You have to pay our charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them. If the other party is in receipt of legal aid no costs are likely to be recovered.
- If you are successful and a court orders another 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 our charges and expenses of seeking to recover any costs that the court orders the other party to pay to you.
- A client who is unsuccessful in a court case may be ordered to pay the other party's legal charges and expenses. That money would be payable in addition to our charges and expenses. Arrangements can be made to take out insurance to cover liability for such legal expenses. Please discuss this with us if you are interested in this possibility.

Interest payment

- Any money received on your behalf will be held in our Client Account at Yorkshire Bank. Subject to certain minimum amounts (currently £20) and periods of time set out in the Solicitors' Accounts Rules 1998, interest will be calculated and paid to you at a rate equivalent to that payable from time to time by Yorkshire Bank on personal instant savings accounts. The period for which interest will be paid will normally run from the date(s) on which funds are received by us until the date(s) of issue of any cheque(s) from our Client Account.
- Where a client obtains borrowing from a lender in a property transaction, we will ask the lender to arrange that the loan cheque is received by us a minimum of five working days prior to the completion date. If the money can be telegraphed, we will request that we receive it the day before completion. This will enable us to ensure that the necessary funds are cleared and available in time for completion. Such clients need to be aware that the lender may charge interest from the date of issue of their loan cheque or the telegraphing of the payment.

Deposit protection

- In the event of the firm's bank becoming insolvent while you have funds held in our client account you will be compensated up to the limit provided by the Financial Services Compensation scheme. Russell & Co limits its liability to you to this amount only.
- The actual level of compensation you receive will depend on the basis of your claim. The FSCS only pays compensation for financial loss. Compensation limits are per person per firm, and per claim category (listed below).
- The maximum levels of compensation are:
 1. **Deposits: £85,000** per person per firm (for claims against firms declared in default from 30 January 2017).
 2. **From 3 July 2015**, the FSCS will provide a £1 million protection limit for temporary high balances held with your bank, building society or credit union if they fail.

This includes monies held for less than 6 months for the purpose of

- i. Real estate transactions (property purchase, sale proceeds, equity release) relating to a depositor's main or only residence
- ii. Benefits payable under an insurance policy
- iii. Personal injury compensation (unlimited amount)
- iv. Disability or incapacity (state benefits)
- v. Claim for compensation for wrongful conviction
- vi. Claim for compensation for unfair dismissal
- vii. Redundancy (voluntary or compulsory)
- viii. Marriage or civil partnership
- ix. Divorce or dissolution of their civil partnership
- x. Benefits payable on retirement
- xi. Benefits payable on death
- xii. A claim for compensation in respect of a person's death
- xiii. Inheritance
- xiv. Proceeds of a deceased's estate held by their Personal Representative

Please speak to your legal adviser if you are unsure about your situation.

Professional Indemnity Insurance

Under the Indemnity Insurance Rules firms are required to take out and maintain qualifying insurance. Details of Russell & Co's insurance can be found at Holland House, or you can contact us to request this information.

Limitation of Liability

Our liability to you for a breach of your instructions shall be limited to £3,000,000.00. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.

These limitations apply only to the extent that is permitted by law. In particular they do not apply to any liability for death or personal injury caused by negligence.

Equality and diversity

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy

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. In addition, we will keep your file of papers for you in storage for not less than one year. After that, storage is on the clear understanding that we have the right to destroy it after such period as we consider reasonable (which would not normally exceed 12 years) or to make a charge for storage if we ask you to collect your papers and you fail to do so. We will not of course destroy any documents such as wills, deeds and other securities, which you ask us to hold in safe custody. No charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date which may be specified in that notice.
- If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent at the trainee solicitor rate for 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 your instructions.

Financial services and insurance contracts

- If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct 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 we are doing for you.
- 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 the advising on, selling and administration of insurance contracts. Insurance mediation activities and investment services, including arrangements for complaints or redress if something goes wrong, are regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.gov.uk.

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. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing.
- If we decide to stop acting for you, for example if you do not pay an interim bill or comply with the request for a payment on account, we will tell you the reason and give you notice in writing.
- Under the Consumer Protection (Distance Selling) Regulations 2000, for some non-business instructions, you may have the right to withdraw, without charge, within seven working days of the date on which you asked us to act for you. However, if we start work with your consent within that

period, you lose that right to withdraw. Your acceptance of these terms and conditions of business will amount to such a consent. If you seek to withdraw instructions, you should give notice by telephone, e-mail or letter to the person named in these terms of business as being responsible for your work. The Regulations require us to inform you that the work involved is likely to take more than 30 days.

Limited companies

- When accepting instructions to act on behalf of a limited company, we may require a Director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses as set out earlier.

Tax advice

- Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, please raise them with us immediately. If we can undertake the research necessary to resolve the issue, we will do so and advise you accordingly. If we cannot, we may be able to identify a source of assistance for you.

Identity, disclosure and confidentiality requirements

- We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself or for any principal whom you may represent. We may arrange to carry out an electronic verification of your identity if we consider that a saving of time and cost will be achieved by doing so. The cost of any such search will be charged to you. If the amount is in excess of £10 including VAT (or £20 including VAT in the case of a search in respect of a company and/or its personnel) we will seek your prior agreement.
- 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: 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 disclosure. If, while we are acting for you, it becomes necessary to make such a disclosure, we may not be able to inform you that it has been made, or of the reasons for it, because the law prohibits 'tipping-off'. Where the law permits us, we will tell you about any potential money laundering problem and explain what action we may need to take.
- Our firm may be subject to audit or quality checks by external firms or organisations. This could mean that your file is selected for checking. All inspections are, of course, conducted in confidence. We will assume, unless you indicate otherwise, that we have your consent to your file being checked in this way. If you would prefer to withhold consent please put a line through this section when you return it.
- We may also outsource work. This might be for example typing or photocopying or costings, or research and preparation to assist with your matter. Information from your file may therefore be made available in such circumstances. We will always aim to obtain a confidentiality agreement with the third party.
- In order to comply with court and tribunal rules, all documentation relevant to any issues in litigation, however potentially damaging to your case, have to be preserved and may be required to

be made available to the other side. This aspect of proceedings is known as 'disclosure'. Subject to this, we will not reveal confidential information about your case except as provided by these terms of business and where, for example, your opponent is ordered to pay your costs, we have to meet obligations to reveal details of the case to them and to the court.

- Following the **EU General Data Protection Regulation (GDPR)**, and its implementation on 25th May 2018, maintaining the security of your data is a priority of Russell & Co Solicitors, and we are committed to respect your privacy rights. We use our best endeavours to handle your data fairly and legally at all times. We are also dedicated to being transparent about the personal data and sensitive personal data we collect from you and how we may use such data. The firm's privacy policy is available to you on request and accessible on the firm's website, www.russellandcosolicitors.co.uk.

Communication between you and us

- We will aim to communicate with you by such method as you may request. We may need to virus check discs or email. Unless you withdraw consent, we will communicate with others when appropriate by e-mail or fax but we cannot be responsible for the security of correspondence and documents sent by e-mail or fax.
- The Data Protection Act requires us to advise you that your particulars are held on our database. We may, from time to time, use these details to send you information which we think might be of interest to you.
- Where we act for two or more clients jointly it is on the clear understanding that we are authorised to act on instructions from either, both or any of them.

Applicable Law

Any dispute or legal issue arising from our terms of business will be determined by English Law and will be submitted to the exclusive jurisdiction of the English Courts.

Terms and conditions of business

- Unless otherwise agreed, and subject to the application of the current hourly rates, these Terms and Conditions of Business shall apply to any future instructions given by you to this firm.
- Although your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions of Business, it may not be possible for us to start work on your behalf until one copy of them has been signed and returned to us for us to keep on our file.

I understand and confirm my agreement to these terms and conditions and give consent to enable Russell & Co Solicitors to process my personal data in accordance with the Privacy Policy Statement dated May 2018.

Signed:

Date: