

# **RUSSELL & CO SOLICITORS**

## **Terms of Business**

Updated May 2020



## Contents

1.	INTRODUCTION	2
2.	OUR AIM	2
3.	OUR RELATIONSHIP WITH YOU	2
4.	OUR HOURS OF BUSINESS	2
5.	COMMUNICATION BETWEEN YOU AND US	2
6.	COMPLAINTS	2
7.	CONFIDENTIALITY	3
8.	CONFLICT OF INTEREST	3
9.	ANTI-MONEY LAUNDERING RULES	4
10.	CHARGES AND EXPENSES	4
11.	PAYMENT ON ACCOUNT	5
12.	PAYMENT ARRANGEMENTS	5
13.	OTHER PARTIES' CHARGES AND EXPENSES	6
14.	INTEREST PAYMENT	7
15.	DEPOSIT PROTECTION	7
16.	DISCLOSURE	7
17.	COPYRIGHT	7
18.	PROFESSIONAL INDEMNITY INSURANCE	7
19.	LIMITATION OF LIABILITY	8
20.	EQUALITY AND DIVERSITY	8
21.	STORAGE OF PAPERS AND DOCUMENTS	8
22.	FINANCIAL SERVICES AND INSURANCE CONTRACTS	8
23.	TERMINATION	8
24.	CONSUMER CONTRACTS REGULATIONS	8
25.	LIMITED COMPANIES	9
26.	TAX ADVICE	9
27.	DATA PROTECTION	9
28.	APPLICABLE LAW	9
29.	TERMS AND CONDITIONS OF BUSINESS	9

## 1. Introduction

- 1.1. This document sets out the terms upon which we carry out legal work for our clients. It must be read together with any client care or engagement letter (referred to hereafter as the “engagement letter”) which we write to you, either in relation to a specific matter or generally. If there is any conflict between these terms and the engagement letter, then the latter will take precedent. This is an important document. Please keep it in a safe place for future reference.
- 1.2. Russell and Co is a trading name for Russell Malvern Limited (a limited company registered in England and Wales with number 06722941). Russell Malvern Limited is authorised and regulated by the Solicitors Regulation Authority. We are subject to the Solicitors Regulations Authority Code of Conduct.
- 1.3. In this document “we” and “our” mean Russell Malvern Limited and “you” means the person who is our client or, if more than one person, those persons who, together, are our client. Our client will be identified in the engagement letter. Where we act for two or more clients jointly, it is on the understanding that we are authorised to act on instructions from any one of them.
- 1.4. These terms are subject to change from time to time and are updated on our website at [www.russellandcosolicitors.co.uk](http://www.russellandcosolicitors.co.uk) and are correct at the time of issue October 2019.

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## 2. Our aim

- 2.1. We aim to offer our clients quality legal advice with a personal service at a fair cost.

## 3. Our relationship with you

- 3.1. You are responsible for providing us with all instructions, information and documents that we require to advise you on your matter and to ensure the information is true and accurate. Should new information become available to you, it is your responsibility to draw this to our attention as soon as possible. It is your responsibility to clearly relay what you wish to achieve and whether at any point your objectives or circumstances changes.
- 3.2. Our advice on any matter is confidential and is provided for your benefit alone solely for the purpose of the matter set out by us in the engagement letter. Save with our prior written consent it may not be relied upon for any other purpose or by any other person(s). Our duty is to you as our client and does not extend to any third party.

## 4. Our hours of business

- 4.1. 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.

## 5. Communication between you and us

- 5.1. We will communicate with you and third parties by post, fax, telephone and e-mail unless you advise us that any of these methods are insecure or inappropriate. We will aim to communicate with you by such method as you may request. We may need to virus check discs or emails. Communication by email carries particular risks including non-delivery and security, we will take

reasonable steps to minimise the risk and we expect you to do the same. We cannot be responsible for the security of correspondence and documents sent by e-mail or fax.

- 5.2. So that we can effectively communicate with you, you are obliged to inform us, within 7 days of any changes to your name, address, email address or telephone number.
- 5.3. 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.

## 6. Complaints

- 6.1. Everyone at Russell & Co is committed to high quality legal advice and client care and believe you will be satisfied with the service you receive. However, if you are unhappy about any aspect of the service you have received or about any bill we issue to you, then please contact the fee earner handling your matter in the first instance. They will look to resolve your concerns within five days (excluding weekend) of you raising them. If they are unable to, you can formalise your complaint or speak with someone other than the relevant fee earner. Our Complaints Director can record everything you are unhappy with and aim to resolve your complaint.
- 6.2. Our Complaints Director is Scott Cammish. He can be contacted on telephone number 01684 892000, email [scammish@russell-law.co.uk](mailto:scammish@russell-law.co.uk) or alternatively by writing a letter addressed to Mr Cammish at the firm’s address.
- 6.3. Once you have formalised your complaint to our Complaints Director, we will acknowledge receipt of your complaint, confirm who will be investigating your complaint and when they will reply to you. The Legal Ombudsman Guidelines allow us eight weeks to resolve your complaint.

- 6.4. If you are not satisfied with our response, you may ask us to review our decision. Any request for review must be made within 30 days of the date of the decision. You will receive an acknowledgement within 10 working days advising that a review will be carried out.
- 6.5. If after exhausting our process, your complaint is not resolved to your satisfaction, you are entitled to refer your complaint to the Legal Ombudsman or for Alternative Dispute Resolution (ADR). However, we will always be happy to discuss your issues further if you wish to do so, prior to taking this step.
- 6.6. If you are eligible to make a complaint then in normal circumstances you need to raise a complaint with the Legal Ombudsman within 6 months of receiving the final written outcome from us about your complaint or within 6 years of the act or omission about which you are complaining occurring (or, if outside this period, within three years of when you should reasonably have been aware of it).
- 6.7. The Legal Ombudsman can be contacted at Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ, telephone number 0300 555 0333, or by email to [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk), further details are available on its website at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk).
- 6.8. ADR is a form of mediation similar, but separate to, the Legal Ombudsman. Companies exist who may be competent to mediate in some disputes but you'd need to obtain our express permission to use such a company. This doesn't apply to contacting the Legal Ombudsman which you can do at any time. You can find out more about ADR online.
- 6.9. You do have the right to object to a bill we raise, and to apply for assessment of it under Part III of the Solicitors Act 1974. However, please note that the Legal Ombudsman may not consider a complaint about a bill if you have already applied to the court for the assessment of the bill. There are strict limits applicable to applying to the court for assessment of a bill and you may wish to seek independent legal advice:
- 6.10. Within one month from the date of the bill you have an unconditional right to a detailed assessment.
- 6.11. After one month the court may impose restrictions.
- 6.12. After one year from the date of the bill, you will lose the right to a detailed assessment, except in special circumstances.
- 7. Confidentiality**
- 7.1. Solicitors are under a professional and legal obligation to keep the affairs of the client confidential, subject to paragraph 7.2 and 7.3 below. We will not disclose information to third parties unless you authorise us to do so or we are required to do so by law or such information is already in the public domain.
- 7.2. We are entitled to disclose privileged and/or confidential information:
- 7.3. To our advisors, external assessors or other advisors or for the purposes of our professional indemnity insurance; or
- 7.4. By law or other regulatory authority to which we are subject;
- 7.5. To any third party under the terms of an arrangement, authorised by you, regarding the funding of our charges and disbursements;
- 7.6. To any third party to assist in the recovery of costs from your opponent.
- 7.7. Our duty to confidentiality 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.
- 7.8. 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.
- 7.9. 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.
- 7.10. Under the principle of legal professional privilege, solicitor/client communications may enjoy special protection from later disclosure in litigation or in other circumstances. Legal professional privilege can be lost, and our advice is that you, and anyone else involved in matters with us or where you may need our advice, should treat all information and communications relating to those matters as confidential and avoid circulating those communications more widely than is necessary. If you are in doubt about this please ask us for advice.
- 8. Conflict of Interest**
- 8.1. We take conflict issues seriously. Our conflict procedures help us fulfil our professional obligation not to act for one client in a manner where there is an actual (a significant risk of a)

Conflict with the interest of another client for whom we are already acting. We have procedures in place to ensure that conflict checks are carried out on every matter as soon as practicable so that if an issue arises it can be discussed with you and dealt with as soon as possible. If at any time you become aware of an actual or potential conflict of interest, please raise it with us immediately.

- 8.2. Where our professional rules allow, you agree that after we cease to act for you, we may act or continue to act for another client in circumstances where we hold information which is confidential to you and material to the engagement with that other client. We will not, however, disclose your confidential information to that other client.

## **9. Anti-Money Laundering Rules**

- 9.1. In some areas of our work, in order to comply with the Money Laundering Regulations 2017 and the Proceeds of Crime Act 2002 (and any subsequent amendments) we are required to satisfy ourselves that we are not unwittingly involved in money laundering. The legislation is intended to provide a comprehensive system of client identification procedures, record keeping and mandatory reporting and provide a framework for our procedures.
- 9.2. To both satisfy our regulatory obligations and conduct our identification requirements, we will request you provide evidence of your identity, date of birth and address. When acting for a company or other organisation we will require evidence that the person providing instructions has the necessary authority to do so. It is important that you forward any requested evidence promptly and within 14 days of the request, as we will not be able to act for you if we cannot comply with these obligations. We will retain copies of any identity documentation for at least five years.
- 9.3. The firm may carry out checks in order to protect your money and reduce the possibility of fraud and therefore, it may be necessary to verify the opposing solicitor's bank account details before funds are released. If we are required to use an external company to do this then there may be a fee attached to this for which you will be responsible.
- 9.4. From time to time we may require you to provide evidence of the identity of other connected parties so that we may comply with our statutory obligations.
- 9.5. From time to time we may request proof of source of wealth and source of funds when you are introducing money in to the firm's client account.
- 9.6. Please note that 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. You should not pay more than necessary to settle an account. Money deposited directly with our banks in an attempt to avoid this policy may incur extra charges if we decide to carry out checks to prove the source of funds.

- 9.7. If we have reason to suspect that there is an attempt to launder money, or that you or any other party connected with you is involved in activities prescribed by the Proceeds of Crime Act 2002 (and any subsequent amendments), then we will have a positive obligation to notify the National Crime Agency of our suspicions. You acknowledge, as a condition of these Terms, that the obligation will in certain circumstances override our duty of confidentiality. We may not be permitted to advise you whether or not we have made or might intend to make such a report. If we were to do so we would ourselves be committing a criminal offence. In such circumstances we may cease acting for you, or be instructed to do so by the relevant authorities, and we may not be able to communicate the reason for ceasing to act.

## **10. Charges and expenses**

- 10.1. The engagement letter will set out the basis on which we will charge you. We are entitled to charge at our usual hourly rates for work done and expenses incurred even if the matter does not proceed to completion.
- 10.2. 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 (but not limited to) 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 other proceedings (including travel and waiting time); Preparing notes of meetings; complying with professional and statutory requirements 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. Time charged on an invoice may include anticipated time.
- 10.3. All time spent is recorded at an hourly rate in six-minute units. The engagement letter will set out the hourly rates of the persons involved in your matter. Hourly rates are reviewed periodically (normally 1 January each year) and you will be notified of any changes. In addition to time spent, we may take account of factors such as your need for us to work outside normal office hours, the speed at which you require work undertaken, the transaction value and its complexity and any particular expertise your work may demand. An increase in the rates may be applied to reflect such factors.
- 10.4. We will add VAT to our fees, expenses and disbursements where applicable. At present, VAT is 20% and our VAT registration number is 687 4459 76.
- 10.5. 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'.
- 10.6. If it is necessary to engage other professionals on your behalf (for example accountants, barristers, overseas lawyers, expert witnesses or costs lawyers), we will do so as your agent. We will not be responsible for any act or omission of such a professional unless we agree otherwise in writing. You will be ultimately responsible for the fees of such professional.
  - 10.7. 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.
  - 10.8. We may agree a fixed fee for a particular transaction and, if so, this will be set out in the engagement letter. All fixed fees are based on the following assumptions:
  - 10.9. Disbursements, expenses and VAT are payable in addition;
  - 10.10. There will be no substantial renegotiation of terms (including but not limited to the scope, nature and extent of the work to be undertaken) once we commence work;
  - 10.11. The transaction proceeds reasonably smoothly and in accordance with the scope of the work and specifications agreed in the engagement letter;
  - 10.12. Completion takes place by an agreed date.
 

We will keep the estimate updated and inform you if any unforeseen additional work becomes necessary and before any additional expenses are incurred. However, we cannot provide a guarantee that the final cost will not be greater than the estimate.
  - 10.13. Where you are a limited company, we may ask you to provide us with a guarantee for payment of our fees from either on or more of your directors or, if you are a subsidiary, from one from your holding company. We reserve the right to suspend services until any such payment has been provided, and, in the event that a request is refused, to stop acting and to require immediate payment of our charges and expenses incurred to date.
  - 10.14. If you receive provisional damages, we are entitled to retain monies in payment of our basic charges, our expenses or disbursements, the success fee and the ATE Insurance premium as applicable.
  - 10.15. By instructing us, you are authorising us to incur such charges and disbursement as we consider reasonable and necessary. We do not propose to seek your authority before incurring each disbursement.
  - 10.16. We reserve the right to charge an administration and/or photocopying fee in the event that you or any other person on your behalf or an opponent in matter requests the documents in our possession relating to your matter. Generally photocopying will be charged at 20p plus VAT per black and white page, 30p plus VAT per colour page.
  - 10.17. Travel by car is charged on a pence per mile rate (currently 45p per mile plus VAT). Other travel, hotel and subsistence costs are charged at costs.
  - 10.18. You are responsible for paying our fees, even if a court orders the other side to pay all or part of your fees, or if another person agrees to do so.
  - 10.19. We may charge a fee for electronic transmission of monies and for verifying your identity.
  - 10.20. We may, at our discretion, carry out a credit check with a third party, in order to provide us with comfort in relation to your ability to pay our fees.
  - 10.21. Any fee estimates provided are based on information you provide to us. We may need to revise them if additional information comes to light.

## **11. Payment on Account**

- 11.1. We may require a payment on account in respect of fees and expenses before we commence any work. We will place any such payment in a Client Account and apply it, together with interest earned (if any), against bills as they are rendered. Unless otherwise agreed, we will not incur a liability to pay a third party on your behalf unless we hold money to cover the costs.
- 11.2. If you do not make a payment on account when asked to do so, then we shall be entitled to suspend and/or stop working for you and, where applicable, remove ourselves from the record in any court or other proceedings.

## **12. Payment arrangements**

- 12.1. 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.
- 12.2. 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.
- 12.3. 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.

- 12.4. Such bills as we raise prior to completion of a matter are to be treated as statute bills in accordance with the Solicitors Act 1974.
- 12.5. Payment of bills should be made in sterling either by cheque payable to Russell Malvern Ltd, drawn on a UK bank, or direct to our bank account – details of which will be on any bill raised by the firm. Please send the monies net of all charges. We may also at our discretion, accept payment by credit card.
- 12.6. Payment is due to us within 14 days of the date of the firm's bill.
- 12.7. If a bill remains unpaid for 14 days after the date of the bill, we reserve the right to charge interest on a daily basis until payment is made.
- 12.8. If you are a business purchasing our services that daily interest rate will be charged at a rate equal to 8% above the Bank of England base.
- 12.9. If you are an individual purchasing our services then the daily interest rate will be charged at a rate equal to 4% above the Bank of England base.
- 12.10. 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.
- 12.11. We reserve the right to recover our costs incurred as a result of you not complying with our payment terms. These include charges for preparing and sending you reminder letters and the expenses we incur tracing you and enforcing our terms whether through the courts or not. These terms entitle us to recover from you the shortfall in costs arising following an assessment by the court.
- 12.12. 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.
- 12.13. 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.
- 12.14. We are entitled 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 until all sums outstanding to us are paid.

- 12.15. 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.

### **13. Other parties' charges and expenses**

- 13.1. In the event that court proceedings are issued you will not (save in certain circumstances), recover all of your legal costs even if you are successful. The rules governing recoverability of costs include reasonableness and proportionality of the costs claimed as well as other factors including whether the parties have attempted to settle the dispute, and their conduct during the course of the proceedings. Whilst the successful party will normally be entitled to an award of costs, there will generally be an element of irrecoverable costs from an opponent. Conversely, if proceedings are unsuccessful (in whole or in part) then, (save in certain limited circumstances) you are likely to be ordered to pay a proportion of your opponent's costs.
- 13.2. 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.
- 13.3. 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.
- 13.4. 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.
- 13.5. The costs of preparing a bill of costs and of seeking to enforce an order for costs against another party will be payable by you as part of our costs we are entitled to charge as part of our agreement with you. Any costs recovered from any other party will be first applied against any unpaid bills and charges and any balance will be paid to you. You agree to us appointing a suitable third party to undertake such enforcement action on your behalf.

- 13.6. Disputes before tribunals or which are submitted to arbitration or other forms of dispute resolution may involve additional and/or irrecoverable costs.
- 13.7. 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. In the event that you do not have ATE Insurance or Legal Expenses insurance cover to protect you from this risk then we will discuss with you whether the potential outcomes of your matter justify the expenses or risk involved including the risk of having to pay the costs of another party.
- 13.8. You will remain responsible for the payment of our costs, in full, regardless of any other costs order made against another party. We will be entitled to render a bill to you in respect of those costs, which will be payable by you in accordance with our normal payment terms even though any costs order in your favour has not yet been paid.

#### 14. Interest payment

- 14.1. Any money received on your behalf will be held in our Client Account at Lloyds Bank PLC. 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 Lloyds Bank PLC 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.
- 14.2. 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.

#### 15. Deposit protection

- 15.1. 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.
- 15.2. 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).
- 15.3. The maximum levels of compensation are:

15.3.1. **Deposits: £85,000** per person per firm (for claims against firms declared in default from 30 January 2017).

15.3.2. **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:

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

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

#### 16. Disclosure

- 16.1. If now, or at any time in the future, any matter upon which we act for you is the subject of contested proceedings, whether in the Courts or tribunals, you will almost certainly have to disclose documents, including electronic documents, relevant to the matter however confidential or harmful. You should ensure that you do not destroy or allow to be destroyed any documents that relate to such matter in any way as your position in such proceedings could be seriously compromised.

#### 17. Copyright

- 17.1. We own the copyright in all documents created by us for you. You may use those documents for the particular purpose for which they were created if you have paid all costs and expenses due to us. If you wish to use them for any other purpose, you should obtain our permission first.

#### 18. Professional Indemnity Insurance

- 18.1. 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.

## **19. Limitation of Liability**

- 19.1. 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.
- 19.2. 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.

## **20. Equality and diversity**

- 20.1. 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.

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

- 21.1. 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 be less than 7 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.
- 21.2. 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.

## **22. Financial services and insurance contracts**

- 22.1. 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.

- 22.2. 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](http://www.fca.gov.uk).

## **23. Termination**

- 23.1. 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.
- 23.2. 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.
- 23.3. If you or we decide that we will no longer act for you, we will charge you for the work we have done and, where appropriate, will charge fees and disbursements incurred in transferring the matter to another advisor if you so request. Please note we will not release papers until you have paid all outstanding charges.
- 23.4. Should you decide to cancel your instructions with us and your matter is funded by legal aid then we have a duty to make you aware that there would be potential difficulties in re-applying for legal aid for the same issue if the contract is terminated.

## **24. Consumer Contracts Regulations**

- 24.1. Notice of the Right to Cancel – If you have not attended our offices in person and have instead been visited in your home or place of work by a solicitor or agent on our behalf, and have entered into an agreement for our services, then you have a right (under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013) to cancel that agreement within 14 days from the date of first instructing us, without any charge being made by us. You must give us notice in writing, either by post or electronically. Please note if you agree in writing that we should undertake any work during the 14 days cancellation period, then even if you cancel your agreement with us you may still be required to pay for services supplied before the cancellation.
- 24.2. If you have instructed us using a form of 'distance communication' such as telephone or email then you have a right to cancel the agreement and withdraw your instructions within 14 days from first instructing us without any charge being made to you. Please note the right to cancel does not

apply if we undertake on your behalf, with your consent, within the 14 day period.

## **25. Limited companies**

- 25.1. 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.

## **26. Tax advice**

- 26.1. 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.

## **27. Data Protection**

- 27.1. 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](http://www.russellandcosolicitors.co.uk). This sets out how we collect, process and store your personal information. It also sets out your rights in respect of your personal information we process.
- 27.2. We may conduct some or all of our communication and send documents by email.

However, email is not fully secure, may be intercepted by third parties, and may not always reach its intended recipient. Where necessary, you should follow up all important communications with a phone call, fax or printed copy by post. If you do not wish us to use email please let us know.

- 27.3. We may use the personal information that you provide us, or which we obtain through our dealings with you, for the provision of our services to you and related purposes such as administration, billing and record keeping and to inform you of our services and events that we think may be of interest to you.
- 27.4. Please note our anti-money laundering procedures as referred to above in that any information you provide to us for the purposes of preventing money laundering or terrorist financing will only be processed for that purpose unless you give us your consent to use it for other purposes or it is permitted by law.

## **28. Applicable Law**

- 28.1. 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.

## **29. Terms and conditions of business**

- 29.1. 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.
- 29.2. 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 you have signed and returned the confirmation of instructions to us for us to keep on our file.