

Our Relationship

– us to you and you to us



Why this note?

1. Our services are regulated by the Solicitors Regulation Authority (SRA) and its rules (called the SRA Code of Conduct) require that you are given specified information about us and relating to your matter. You can find these rules at www.sra.org.uk.
2. Many of the requirements for giving you information are common to all cases, no matter why you have come to see us and so we have put all this information in one place. It forms part of the contract between us.
3. Advice which deals with your particular matter will be given in a separate letter which can concentrate on the issues in your case.

Who are we

A partnership of Solicitors that includes a Compliance Officer for Financial Administration and a Compliance Officer for Legal Practice.

Opening hours

- The office is open Monday to Friday between 9am and 5.00pm.
- The switchboard is open Monday to Friday between 9am and 5.00pm. When the office is shut our switchboards and all phones called directly have a message facility.

The main characteristics of our service

The main characteristic of the service we are to provide is the provision of legal advice and assistance and representation in respect of your matters.

Our aims and commitment

- We are committed to high quality legal advice and client care with a personal service at a fair cost. We aim to promote equality and diversity in all our dealings. Let us know if you want a copy of our diversity policy. We are proud that we hold the Law Society's Lexcel accreditation and our clients and our staff are of prime importance to us.
- We aim to reply to correspondence and enquiries promptly.
- We must always act in your best interests (subject to any duty to the Court and other legal duties).

For a Court case:

- We will explain to you the risks and benefits of taking legal action in civil matters and advise on plea in criminal or motoring cases.
- We will give you the best advice about whether to accept any offer of settlement.
- We will give you the best information possible about the likely costs of a claim for damages.

At the outset we will confirm in writing to you:

- Your instructions to us.
- Any advice we have given.
- The approximate time the matter will take.
- What action we will be taking.
- When you are next likely to hear from us.
- What action we need you to take.
- The best information we can give as to the likely costs and how they will be met; and any further information we need from you.

Our aims and commitment continued

During your matter we will:

- Keep you informed of progress.
- Advise you of any delays and explain the reasons.
- Explain the effects of any important documents.
- Inform you if a costs forecast needs revising.
- Explain any changes of staff impacting on your matter.
- Review your file regularly

At the end of your matter we will:

- Write confirming the outcome.
- Explain any continuing consequences.
- Render our bills as promptly as possible.
- Account to you for all money due to you; and you may ask for any papers and property to which you are entitled subject to any right to retain them if our bill has not been paid.
- Close your file and place it in storage in accordance with the provisions below.

Your commitment to us

- Give us clear instructions that allow us to do our work properly.
- Not to ask us to work in an improper or unreasonable way.
- Not to deliberately mislead us.
- Co-operate with us.
- Go to any medical or expert examination, appointment or Court hearing.
- Tell us if you have any important time limits.
- Make sure we have understood each other correctly. Ask us if you are not sure about anything.
- Deal promptly with any important questions, which may arise.
- Do not feel afraid to ask for a progress report if you are worried about anything or you do not hear from us when you expect to do so.
- Help us use our time to your best advantage to ensure that your matter is pursued and concluded as efficiently as possible. Please therefore avoid unnecessary calls and appointments as it may actually cause delay, and may only serve to increase your ultimate costs liability.

Complaints

We are committed to providing a high-quality legal service to all our clients. When something goes wrong we need you to tell us about it. This will help us to improve our standards.

If there is any aspect of our service with which you are concerned, we will look into it promptly and thoroughly, whilst trying to resolve it to your satisfaction.

You should first mention any concerns to the person looking after your matter. Misunderstandings can arise which can be cleared up quickly if you get in touch with him or her. If you remain concerned you should contact the person who is supervising (named in the letter sent with this note).

If the matter still cannot be resolved satisfactorily you may then wish to bring it to the attention of Jonathan Clarke, our Client Care Partner, who is based at the Hertford office. We have a written complaints procedure which is available on request.

All solicitors must attempt to resolve concerns that may arise with their services. We take this responsibility seriously. It is, therefore, important that you immediately notify us of any concerns. We value our clients and would not wish you to be unhappy with our services.

What will happen next?

1. He will send you a letter acknowledging your complaint and asking you to confirm or explain the details set out. He will also indicate how your complaint will be dealt with. You can expect to receive our letter within 3 working days of us receiving your complaint.
2. We will record your complaint in our central register and open a file for your complaint. We will do this within one working day of receiving your complaint.
3. He will investigate your complaint. This may involve one or more of the following steps:
 - He will ask the member of staff who acted for you to report on your complaint to him within 5 working days.
 - He will examine their report and the information in your complaint file. He may then ask for more information. This will take up to 5 working days from receiving their report.
4. He will write to you with his conclusion plus recommendations to hopefully resolve your complaint. We will do this within 5 working days of receiving all the details we need from the member of staff who acted for you.
5. If you are not satisfied or would like a meeting with Mr Clarke, or both, you should let him know. We will then arrange to review our decision. This will happen in one of the following ways.
 - Jonathan Clarke will review his own decision within 5 working days.
 - We will arrange for someone in the firm who has not been involved in your complaint to review it. They will do this within 10 working days.
6. We will let you know the result of the review within 5 working days of the end of the review. At this time, we will write to you confirming our final position on your complaint and explaining our reasons.

If after this investigation you are still concerned, you can refer the issue to the Legal Ombudsman (www.legalombudsman.org.uk 0300 555 033, PO Box 6806 Wolverhampton WV1 9WJ). You may refer the matter to the Ombudsman if you have not heard from Mr Clarke within 8 weeks of a formal complaint to him, or within six months of his final written response or within a year of the act or omission about which you are complaining occurring (or you becoming aware of such act or omission).

If we have to change any of the timescales above, we will let you know and explain why. We are not obliged to follow the complaints process if:

- a) We seek an order restraining a client from committing an act or compelling the client to act.
- b) We have a judgment or award for a specific sum where there is no arguable defence.
- c) We are enforcing an agreement order or award.

Charges and expenses

- Our charges are calculated mainly by reference to the time actually spent by the solicitors and other staff on work for you.

This may include meetings with you and others; reading, preparing and working on papers; making and receiving telephone calls, emails, faxes and text messages; preparation of any detailed costs estimates and bills; 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. We are required to impose duties of confidentiality on such persons, equivalent to those which we follow.

- Routine letters e-mails and texts that we send and receive and routine telephone calls that we make and receive are charged at one tenth of the hourly rate. Other letters e-mails and calls are charged on a time spent basis.
- We will add VAT to our hourly rates at the rate that applies when the work is done.
- Our hourly rates are reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed with effect from 1 November 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.
- If a fixed fee has been agreed for the work then that fee will be charged unless the circumstances of the matter change, such as the matter failing to proceed, additional work being required or unanticipated complications arising.

- In complex or high value transactions or where specialist expertise is required, an additional charge may be made to that calculated on the basis of time spent. This may reflect a percentage of the price of property, the value of the transaction or other financial benefit. This value element reflects the importance of the transaction and the consequent responsibility falling on the firm. Where a value element is added, we will be happy to explain the calculation to you.
- In probate matters an additional charge to the hourly rate is allowable which is known as the value element. Where a member of this Firm is not an Executor the value element is usually 0.5% of the value of the deceased's home if owned in his or her sole name, 0.25% of the deceased's home if owned by him or her jointly with another person and 1% of the value of the rest of the estate. Where a member of this Firm is the sole Executor or joint Executor with any person these percentages are increased by 50%. However, when the value element is charged in its entirety the Partners hourly rate will be reduced to the rate of a senior assistant solicitor.
- Solicitors have to pay out various other expenses on behalf of clients for example Land Registry fees, court fees, experts' fees, barristers' fees and so on. We have no obligation to make such payments unless you have provided us with the funds for that purpose. Indeed, with a large number of clients it is impossible to carry the burden of paying for clients' expenses. We refer to such payments generally as 'disbursements'. We will require a payment in advance from you in respect of any disbursements payable on your transactions. VAT is generally payable in addition.
- We will inform you if any unforeseen work becomes necessary e.g. due to unexpected difficulties or if your requirements or the circumstances change significantly during the matter. We will also inform you in writing of the estimated cost of the extra work before incurring extra costs. We will attempt to agree an amended charge with you. If we cannot reach agreement we will do no further work and charge you on an hourly basis for work to date, as set out earlier.
- If, for any reason a matter does not proceed to completion we will charge you for work done and expenses to the stage where the case ends
- We will be happy to tell you the total time spent on your case whenever you ask.
- It may be necessary on some occasions to attend court with your barrister, given our day to day knowledge of your matter. It also avoids the potential for misunderstanding of advice or directions given at Court. Although we appreciate this will be an increased cost to you, our experience shows that our attendance provides clarity and ultimately will avoid further costs as a result of misunderstandings.
- Generally we do not undertake legal aid work but for information contact the Legal Aid Agency: www.gov.uk/legal-aid Tel: 0300 20 2020.

Payment arrangements

Unless your accompanying letter deals with special arrangements for payment such as a conditional fee agreement, or Legal Help (Legal Aid) the following applies:

- 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. Where Stamp Duty and/or Registration fees are payable, we must have sufficient funds to cover these before completion.
- Other cases or transactions. It is normal practice to ask clients to pay interim bills and payments on account of the charges and expenses which are expected in the following weeks or months. Interim bills have the same effect as a final bill for the work covered by the bill. Clients can request assessment of the bill and we can take court proceedings if they are unpaid. 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 and charge you for the work done up to that point.
- Payment is due to us when you receive our bill. Interest will be charged on a daily basis at 4% over Barclays Bank Plc's base rate from the date of the bill where payment is not made when due (including a final bill). A credit administration charge of 15% of the sum then owing to us for extending and administering credit accounts will be applied. We pass collection of unpaid bills to our debt recovery agency.
- 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. 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.
- We cannot accept payments to us in cash in excess of £300. Monies due to you from us will be paid by cheque and will not be made payable to a third party. If you require us to make payments by telegraphic transfer (TT) then a charge (currently £40 plus VAT) will be made. This charge includes our administration cost for arranging the TT.
- Money Laundering Regulations are specific as to the conditions under which we can accept monies from a new Client. In all cases we are required to verify your identity before being able to accept any instructions. This will normally necessitate you attending one of our offices for your identification documents to be copied and certified. If funds are to come to us from any source other than an account held in your own name (or jointly with one or more other persons), then please notify us at the outset. In such circumstances we may also be obliged to verify the identity of the source of the funds. If we are not given satisfactory evidence, we may be required to terminate our instructions.

Recovering your costs in some circumstances

Again, your accompanying letter may deal with special arrangements for payment such as a conditional fee agreement, or Legal Help (Legal Aid) so as to vary the following:

- In some cases and transactions (but hardly ever in Employment Tribunal matters) 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. The other person will not be liable to pay the VAT element of your costs if you are able to recover the VAT yourself.

The reason not all costs are recoverable is illustrated by a simple example. A costs order in your favour from a Court, entitles you to such costs as are reasonable and in a dispute about the amount, there is a procedure to have the sum assessed at court. You may wish to call us every other day for an update. A court assessment may say that a call every fortnight is reasonable and will only allow the costs of that.

- In the event that you are successful and your costs fail to be paid by the other party, we will be able to claim interest on those costs to be paid as from the date on which the order for costs was made. To the extent that any of our charges have not been asked for and paid on account we will retain this interest.
- In the event of you being partially or wholly unsuccessful in your claim it is possible that you will be ordered to pay the costs of the successful party. In such an event you can generally expect your opponent's costs to be at similar level to your own assuming the legal work on both sides has been similar (there will be exceptions if the opponents firm is in an area with higher overheads which are approved by the Court). We advise Clients fully on this element of litigation. Please note that in these circumstances you will also be obliged to meet our costs in full.

Interest payment to you

- Any money received on your behalf will be held in our Client Account. Subject to certain minimum amounts and periods of time set out in the Solicitors' Accounts Rules 1998, interest will be calculated and paid to you at the rate from time to time payable on instant access accounts where our general client is held. The period for which interest will be paid will normally run from the date(s) on which cleared funds are received by us until the date(s) of issue of any cheque(s) from our Client Account. Full details are set out in our interest policy below.
- Where a client obtains borrowing from a lender in a property transaction, we will ask the lender to arrange that the money is telegraphed to us on the day before completion. This enables us to ensure that the necessary funds are 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.

Interest policy

- As part of carrying out your instructions to us, we may need to hold your money in our client account. In holding client's money, we have an obligation to pay interest on that money at a fair and reasonable rate and are required to put in place an interest policy; this policy sets out the guidelines for when interest will be paid and is summarised below.
- We aim to account to you for interest at a reasonable rate of interest, however as the holding of your funds is incidental to the carrying out of your legal instructions, the rate is unlikely to be as high as the rate you may be able to obtain when depositing the money we hold on your behalf yourself. We must ensure that money held on client account is immediately available and so the need for instant access is taken into account when setting the rate of interest payable by us.
- We align our interest rates paid to the rate of instant access account holders at the bank where our general client account is held. This rate may change from time to time.
- Where your money is held on our general client account, any interest paid to you is paid without any deduction for income tax (unless you are resident overseas – see below). As such it is your responsibility to inform HMRC of the amount of interest received from us and the implications of this will depend upon your own financial circumstances.
- Under the European Savings Directive regulations 2003/48/EC we are required to inform HMRC of payments of interest to relevant payees and residual entities in prescribed territories. Where you reside outside the UK and EC, we are required to deduct income tax at the current basic rate and account for this interest to HMRC directly and pay you the net amount.
- Interest will be calculated from the time the funds become cleared for interest purposes, on cheques or banker's drafts this will be 3 days after the cheque or draft has been deposited with our bank. For amounts received by debit or credit card, interest will start to accrue from the date of the actual receipt, usually 3 days after the transaction has been authorised. For direct transfers or same day payments the funds become cleared on the day after receipt. Interest will be calculated on a daily basis and calculated on amounts held overnight from the day the funds become cleared for interest purposes.

- Interest will not be paid if the sum of money held is not exceeding the amount shown in the left column below for a time not exceeding the period indicated in the right column;

Amount	Period
£1,000	8 weeks
£2,000	4 weeks
£10,000	2 weeks
£20,000	1 week

Interest will not be paid if the total amount calculated for the period that cleared funds are held is less than £20.00. Interest will be calculated at the end of the matter and will credit the ledger at that date.

Unpresented cheques

If you do not present a cheque we have sent you within six months the following applies:

- If the cheque is for £25 or less, we cancel the cheque, charge the cheque cancellation fee of £12 and pay any balance to a charity.
- If the cheque is for a sum of £25.01 to £500 we will ask you for new instructions for payment. If we have not heard from you within 14 days, we do the same as above with an additional charge for writing to you and administration.

Property matters

What we don't do

- It is not our responsibility to carry out a physical inspection of the property, but if you wish us to do this for any reason please make a specific request. We shall not advise on the valuation of the property nor the suitability of your mortgage nor any other financial arrangements. We shall not advise generally on environmental liabilities where we shall assume, unless you tell us to the contrary, that you are making your own arrangements for any appropriate environmental survey or investigations. We may, however, need to obtain on behalf of your lender at your expense an environmental search. We do not advise on the tax implications of any transaction, other than in relation to Stamp Duty Land Tax.

Acting for you and a lender

- When we act for you and a lender we have a duty to fully reveal to the lender all relevant facts about the purchase and mortgage, including any differences between your mortgage application and information we receive once instructed, any cash back or discount schemes given by the seller.

Storage of papers and documents

- We will keep your file of papers for you in storage as follows:

All conveyancing files	15 years
Litigation (adult able client)	7 years
Litigation (infant or mentally disabled client)	indefinitely
Probate and Administration where whole estate is wound up and distributed	12 years
Wills, EPA, LPA	indefinitely
Trust matters	indefinitely
Matrimonial matters where no continuing obligation exists or from determination of such obligations	7 years
Company formation or similar matters	12 years

After that, storage is on the clear understanding that we have the right to destroy it after such period as we consider reasonable or to make a charge for storage if we ask you to collect your papers and you fail to do so. Under Money Laundering Regulations we are obliged to keep records for 5 years, so if you wish to have your file or papers during the first five years we would have to make copies for which we will charge at our normal rates.

- If we retrieve papers or documents from storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. Otherwise we will. We may also charge for reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

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 SRA, 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 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 SRA. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/register.

Termination

- You may terminate your instructions to us in writing at any time.
- We may 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, you fail to give us instructions at all or in time to deal with your case properly, if you unreasonably refuse our advice, if your instructions would mean us acting unlawfully or in breach of our conduct rules. We will tell you the reason and give you notice in writing.
- We will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses, whatever the reason for the termination of our relationship.

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. We will also have to check the identities of such individuals.

Tax and tax planning advice

- Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We may be able to identify a source of assistance for you. We do not generally offer tax advice. If you think we may be able to assist with a specific query we will need separate instructions and will issue a separate letter confirming what we have agreed.

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 £25 excluding VAT, we will seek your prior agreement.
- For the purpose of this letter, personal identification evidence means:
 1. a photograph bearing document such as a current passport, photo-card driving licence or national identity card; and
 2. evidence of current address such as a recent utility bill or bank statement no more than three months old.
- In the case of a company, the evidence we require is as follows:
 1. the Certificate of Incorporation;
 2. a copy of the latest accounts;
 3. personal identification evidence from the Director instructing us; and
 4. if different, personal identification evidence of the owner of the controlling interest in the company
- 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.
- From time to time our firm is subject to audit by the SRA, Lexcel Auditors and the Legal Services Commission, amongst others. In the course of such audits your file may be reviewed by one of their representatives on a confidential basis. We may also outsource work. This might be for example typing or photocopying or costings, or research and preparation to assist with your matter. We may need to give information to our professional indemnity insurers. 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.

Communication between you and us

- We will aim to communicate with you by such a 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 email or fax but we cannot be responsible for the security of correspondence and documents sent by email 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. None of the information that we hold on computer will be disclosed to third parties except in the ordinary course of acting for a client or if required by law. If you do not wish to receive information about Attwaters Jameson Hill and its services, you should notify our IT manager who will ensure that your name is removed from our database for this purpose.
- 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.

Insurance and limitation of our liability

- We are obliged to let you know that we are covered by Professional Indemnity Insurance. Details of our insurers are as follows:
XL Insurance Company SE, XL House, 70 Gracechurch Street, London, EC3V 0XL
Policy number: B0808P5010664
- Our liability in connection with the work undertaken will be subject to the following exclusions and limitations:
- All or any claims against us in respect of our work will be treated as arising from a single act or omission and will be regarded in the aggregate as subject to the limitation referred to below.
- Except for any liability which, by law may not be excluded, our entire liability for any loss, damage, cost, interest or expense incurred by you (including loss of profits or any special, indirect, consequential or economic loss or any loss of anticipated savings) however arising out of or in connection with our engagement or the transaction, will not exceed £15,000,000 (fifteen million pounds).

Continuing application of this information

- Unless otherwise agreed, and subject to the application of then current hourly rates, the contents of this document 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 this document, it may not be possible for us to start work on your behalf until you have acknowledged acceptance.

Contacts

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