

# Terms of Engagement

Client's Name: \_\_\_\_\_

Reference: \_\_\_\_\_

Matter: \_\_\_\_\_

Please read this document carefully before signing. The purpose of this document is to provide you with key details regarding our terms of engagement with you, our costs and service commitments.

## 1. PLACE AND HOURS OF BUSINESS

Solacexis Solicitors provides legal services in England and Wales and are authorised and regulated by the Solicitors Regulation Authority [SRA] (ID: 629831). The firm's registered office is 33 Cavendish Square, London, W1G 0PW. Our normal business hours are between 10 am and 6 pm on weekdays. Please help us to maintain a high standard of service by making an appointment if you want to see your solicitor. Urgent appointments can be arranged outside these hours when required.

## 2. OUR GOAL

We seek to provide a quality professional service in a way that is cost effective to our clients and to charge reasonable and competitive fees. When communicating with you we will ensure that your needs and circumstances are fully considered when ascertaining what information are to be provided to you and the manner in which it is provided. Please note also, that our incoming and outgoing telephone calls may be recorded for quality, training and security purposes.

## 3. RESPONSIBILITY FOR WORK

At the beginning of the retainer, we will inform you in writing as to the solicitor who is primarily responsible for the conduct of your case and the name of their supervisor. If we need to change personnel we shall notify you and explain the reason for such change.

## 4. SERVICE RESPONSIBILITIES

This retainer places services responsibilities on us, as the provider of legal services, and on you as the client, with the aim of ensuring that you are treated fairly and that your best

interests are served at all times. We are bound by professional rules set by the SRA Code of Conduct 2011. A copy of this code is available to you upon request and can found at: <http://www.sra.org.uk/handbook>.

### 4.1 Our responsibilities to you and what we will do for you.

- i. We will ensure that we are courteous, approachable and prompt. We will communicate to you in plain language and provide services to you in a manner which protects your best interests, subject to the proper administration of justice.
- ii. We will update you with the progress of your matter on a regular basis to ensure that you are in a position to make informed decisions about the services you need and the options available to you.
- iii. We will update you on likely timescales during each stage of this matter and any material changes to these estimates.
- iv. We will update you with the best possible information, throughout this retainer, about the current costs and the likely overall costs in your matter.
- v. We will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in instructions/circumstances.
- vi. We will continually review whether there are alternative methods by which this matter can be funded and advise you of the same as soon as reasonably practicable.
- vii. We will advise you of any relevant changes in the law and all risks/issues of which we are aware of/or consider to be reasonably foreseeable that could affect the outcome of your matter.

- viii. If the legal representative with the day to day handling or overall conduct of your matter changes during your retainer, you will be informed of this promptly in writing.
- ix. We will always advise you to comply with court orders made against you and where relevant, we will advise you of the consequences of failing to comply.
- x. If we discover an act or omission which might give rise to a claim against us, we will notify you of this promptly and advise that you seek independent legal advice.

#### 4.2 Equality & Diversity

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. We will not discriminate in the way we decide which instructions to accept or how to provide our services to clients on the grounds of: sex, marital status, sexual orientation, race, colour, religion, age, nationality, disability or ethnic or national origins. In accordance with the Equality Act 2010, we will ensure that all reasonable adjustments are made (if need be) for clients with disabilities.

#### 4.3 What your advisor will not do for you

We will not carry out instructions on your behalf if to do so will amount to a criminal offence, is not in accordance with the law, or is in breach of our statutory/regulatory duties or the SRA Code of Conduct 2011.

#### 4.4 Your responsibilities to us

You will provide us with clear, timely and accurate instructions. You will ensure that all documents requested of you are provided to us as soon as reasonably practicable.

### 5. COMMUNICATIONS

Please let us know if you have a preferred method of communication that you wish to adopt during your retainer – e.g. by email, telephone or letter. Unless stated otherwise, the firm will adopt whichever method(s) of communication is deemed most appropriate in the relevant circumstances. Where an email address is secured, and it is appropriate to do so, it may be our preference to communicate with you by email. It is important to note,

however, that e-mail transmissions cannot be guaranteed to be secure and if you have reservations about this then please let us know. Please also consider the risk of messages being intercepted if your opponent has access to your computer.

We apply normal virus checking software in relation to all messages sent from and received by the firm, but will accept no liability in connection with any virus or defect in any electronic communication other than where such claim or loss arises from deliberate default. We will not be responsible for any damage caused to any hardware or software (or any consequential loss or damage thus caused) through any electronic communication from this firm.

Our letterheads provide you with the direct dial/email contact details of the legal representative that has the day to day handling of your matter.

### 6. PROFESSIONAL INDEMNITY

In accordance with the SRA Indemnity Insurance Rules, the firm maintains professional indemnity insurance. Details of the insurer and level of this cover will be provided upon request. Please submit your request to the Client Care Department, Solacexis Solicitors, 33 Cavendish Square, London, W1G 0PW.

In consideration of acting for you the firm will not be responsible for:-

- i. losses which arise from the supply by you or others of incorrect or incomplete information, or your or others' failure to supply any appropriate information or your failure to act on our advice or respond promptly to communications from us or other relevant authorities.
- ii. in connection with non-contentious matters, our liability to you is limited in any event to any loss you may suffer which (a) results directly from a breach of our duty to you (b) is notified to us within 6 years from the date upon which the breach of duty occurred and (c) does not exceed £3,000,000.00
- iii. any consequential or indirect loss suffered by you or any other

party, whether such loss arises in tort or contract or in any other way.

#### 6.1 Limitation of Liability

We will not be liable for any consequential, special, indirect or exemplary damages, or any damages, costs or losses attributable to lost profits or opportunities. We can only limit our liability to the extent that the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.

### 7. **CONFLICT OF INTEREST & CONFIDENTIALITY**

#### 7.1 Conflict of Interest

We have procedures in place to ensure that conflict of interest checks are carried at the start of every matter to ensure that, if an issue arises, it can be discussed with you and dealt with as soon as possible. Our procedures on dealing with conflicts enable us to comply with our obligations under the SRA Code of Conduct 2011 not to act for a client in a matter where there is an actual, or significant risk of a, conflict with:

- (i) another existing client of ours (client conflict); or
- (ii) the interests of the firm (own conflict).

If at any time you become aware of an actual or potential conflict of interest, please raise it with us immediately. We will endeavour to resolve any conflict issues in the most advantageous manner for all clients concerned.

We are under an obligation to act in your best interests, in accordance with your instructions, the SRA Code of Conduct and the law. However, in advocacy related matters, we must not attempt to deceive or knowingly/recklessly mislead the court. If relevant, we will advise you of the circumstances in which our duties to the court outweigh our obligations to you as our client, and whether a conflict issue has arisen requiring action.

#### 7.2 Confidentiality

We will keep confidential any information that we acquire about you unless you consent, or disclosure is required or permitted by law or a regulatory authority to which we are subject.

We may disclose privileged and/or confidential information and any advice, certificate, report or opinion given by us to you or any third party in connection with your affairs to:

- (i) our auditors, external assessors or other advisers; or
- (ii) our insurers for the purposes of our professional indemnity insurance renewal or in order to assist us to comply with the terms of our indemnity insurance cover; or
- (iii) other professional advisers/experts that we may engage where necessary to progress your matter effectively.

These external firms or organisations are required to maintain confidentiality in relation to your files.

### 8. **OUTSOURCING**

Sometimes we will use external companies to assist us with business support services to ensure that your matter(s) are dealt with promptly, such as: legal secretarial services, digital dictation, the storage of files, accounting and IT support. We do have a confidentiality agreement with these outsourced providers. This is authorised by the Solicitor's Regulation Authority. Before using such services we ensure that all appropriate safeguards are in place to protect confidentiality.

### 9. **FEES**

We are registered for VAT. We are therefore required to add VAT to our charges at the rate in force at the time (currently 20 per cent) to fixed prices, estimates and fees. VAT may also be added to some disbursements.

Unless an alternative basis of charging is agreed with you, our professional fees exclusive of VAT are based on the time spent dealing with your matter. Our staff's time spent progressing your matter is charged out at an hourly rate, which reflects their specialism/experience and overhead costs. Where applicable, our hourly rates to be applied are set out in our client care letter to you. VAT will be added where applicable.

Solacexis Solicitors will unless recorded in the client care letter accompanying these terms and conditions, charge the following rates:

SER	GRADE	London (1) (City)	London (2) (Inner)	London (3) (Outer)	National 1	National 2
1	A	490	380	350	260	240
2	B	360	290	280	230	220
3	C	270	240	200	195	180
4	D	165	150	150	140	130
5	ADV (HC)1 - 5	460	460	460	460	460
6	ADV (HC) 5 - 10	840	840	840	840	840
7	ADV 10+	1200	1200	1200	1200	1200

The hourly rates are reviewed periodically but we reserve the right to alter rates at other times. We reserve the right to add an uplift to our hourly rates to take into account factors such as: complexity, value, importance to the client and urgency. You will be notified of any changes to the rates. If you wish to cease instructing the firm as a result of any increase in rates, you are free to do so.

In assessing the time spent on this matter, the person with the responsibility for drafting the bill will take into account the following: the time spent in attendances; drafting routine letters/emails and documents, making and receiving telephone attendances/SMS; perusal and consideration of documents; consideration of letters received, considering and consideration of case strategy; legal research, travelling; waiting; advocacy; file opening and compliance procedures; preparation; preparing attendance notes and providing copies of documents for you after completion of your matter.

We record time in six minute units (and the time recorded is rounded up to the nearest whole unit) for all work undertaken on your behalf and this is then charged at the appropriate percentage of the relevant hourly rate. Both SMS messages and emails, sent and received, are chargeable items of work and will be charged on the same basis as letters.

Although we aim to provide you with the best possible information about the current costs incurred and likely overall costs to be incurred throughout your matter on a regular basis; an update on unbilled work in progress and incurred disbursements value is always available to you upon request.

Although hourly rates is our main basis of charging, we are flexible and may have agreed

with you an alternative charging method in our client care letter to you.

Where we are acting for you on a fixed fee prices basis, as these are set at the outset, then they are based on our experience of similar types of work.

### 9.1 Enhancements

In certain cases an enhancement may be added to your costs. In the event a fee earner who is a panel member (i.e. Law Society's Family, Advanced Family or Children Panel) conducts your case, there is an automatic enhancement added to the work carried out. The minimum amount is 15% and in some cases the enhancement could be up to 100%. Even if your matter is handled by a non panel fee earner, an enhancement could be sought due to the complexity of the matter, if there are a number of respondents and/or urgent work is required. If an enhancement applies in your matter, we will inform you of this and the rate of enhancement as soon as reasonably practicable.

In the event an enhancement is added and the statutory charge (as explained above) applies then you will be required to pay back your costs including the enhancement. Your final bill shall be assessed by the Court or the Legal Aid Agency and you will be provided with a copy of the Bill so that you are aware of what legal costs you need to repay. If you require further explanation regarding the same please do not hesitate to contact the fee earner with conduct of your matter.

### 9.2 Disbursements & Expenses

Our professional fees do not include expenses which the firm has to incur on your behalf to progress your matter, for example: Counsel and other expert fees, court fees, witness expenses, fees of experts and overseas lawyers, Land or Probate Registry fees and certain delivery charges.

We act on the basis that we are authorised to liaise with third parties/experts on your behalf and incur such expenditure as we consider reasonably necessary. However, we will consult you before incurring any significant disbursements and we will ensure that whenever we recommend that you use a particular person or company, that this will always be an independent recommendation and in your best interests.

Where disbursements are relatively small, we may exercise discretion and make payments without your specific instructions. If you prefer, however, we are willing to undertake not to make such payments without reference to you, although this may cause a delay in progressing your matter as a result.

In relation to all disbursements, we will charge you only the fee that has been charged to us. VAT will be added to disbursement & expenses where applicable. We have no obligation to effect such payments unless you have provided funds for the purpose of discharging a disbursement. In some cases, unless we are placed in funds, we will not instruct third parties.

### 9.3 Payments on Account

We will require you to make payments on account of anticipated fees, disbursements and expenses before commencement of work on your case. Any request for an initial or further payment on account should not be taken as a forecast of what the costs of the matter might be. The absence of a request for payment on account is not to be taken as an indication that we hold sufficient sums on account to meet the likely costs and disbursements that may be incurred in relation to your matter. Our total bill may be higher than the amount you have paid on account. Money paid on account which is not subsequently required for fees, disbursements and expenses will be refunded to you.

#### 9.3(i) Cleared Funds

Since we are not allowed to use the funds of one client to finance another, it is essential that we have cleared funds from you for any completion monies or other payments to be made. In particular, if you are paying by cheque, we will need to be in receipt of this cheque seven days in advance of the monies being needed by us in order that we can be sure that the payment will have cleared through the banking system in time.

#### 9.3(ii) Transmission of funds

In many cases it will be quicker and more convenient to transmit and receive funds electronically by telegraphic transfer and we will advise you when this is appropriate. When we transmit funds by telegraphic transfer on your behalf we make a charge for this service as a disbursement.

### 9.3(iii) Cash Handling

Our practice's policy is to only accept cash up to £1000. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of funds.

### 9.4 Invoices and Payment

Unless otherwise agreed with you in your client care letter, we will be entitled to bill you in respect of fees, disbursements and expenses monthly and on completion of your matter. However, we may render interim bill within a shorter period of time.

Our normal practice is to issue bills electronically rather than by post, but we need your agreement to do so. If you provide us with an email address, we will send our bills to you by email. In the event that you do not wish to receive the bills by email, please let us know in writing or strike out and countersign this paragraph

Fees are payable whether or not a case is successfully concluded or a transaction completed. If any case or transaction does not proceed to completion for any reason during the period in which we are instructed, then we shall be entitled to charge for work already done on the basis set out above.

Our bills are due for payment on receipt without any deduction, set-off or counterclaim. As required by the SRA Accounts Rules (SAR), money held by us will be taken in payment or part payment of our invoices within 14 days of the date of the invoice, unless that money is held for any other purpose. You agree that we can retain monies against unbilled and unpaid disbursements. You must pay all bills in sterling. If no payment is received within one calendar month of rendering our bill the firm reserves the right to charge interest on amounts outstanding at a contractual rate of 8% per annum and calculated on a daily basis or under the Late Payment of Commercial Debt (interest) Act to judgment debts until payment is made and an administrative fee of £50 per notice will be sent on a monthly basis.

After completing the work, we are entitled to keep all of your papers and documents while there are monies owing to us for our charges and expenses.

If you have any concerns in relation to a bill then please refer to paragraph 19 – Assurance of Quality.

If a third party agrees to be responsible for the payment of some/all of our fees, disbursements and expenses on your behalf, and payment is not made in accordance with these terms. You will be responsible for paying to us any outstanding amount.

#### 10. Your Liability for Legal Costs

It is important to be aware that this firm is instructed by you and that you are personally responsible for the payment of our fees regardless of any order for costs made against the other party. Please note that by signing these terms of engagement on behalf of a company or as an agent, you warrant and guarantee the ability of the company or your principal to pay our charges and indemnify us against any failure of the company or principal to do so within one calendar month of delivery of our bill.

In addition, if your case is unsuccessful, you will probably have to make a contribution to your opponent's costs as well as being required to pay all of your own. Please ask us if you would like further advice on your potential liability for your opponent's costs. If you are successful in your case, it is important to note that the most that you can usually hope for is that the other party will be ordered to pay part of your costs and you will therefore have to pay the remainder. There are also circumstances in which you will still have to pay all of our fees even though you have been successful, such as where your opponent is in receipt of legal aid ('public funding') or your opponent is bankrupt.

#### 11. **JOINT INSTRUCTION**

Where we are instructed by more than one person, the responsibility to pay our charges will be joint and several – meaning that any one joint client will be responsible for all of the charges and other expenses due to this firm. It is also a condition of our accepting instructions from joint clients that we may be completely open with all other joint clients as to any information which would be subject to our normal professional duty of disclosure. If our liability to meet our duty of disclosure to each joint client is restricted in any way, or if a conflict of interest arises between joint clients, we may cease to act for one or more or all of the joint clients.

## 12. **PREVENTING ECONOMIC CRIME**

### 12.1 Proceeds of Crime Act 2002

You are obliged to give full and frank disclosure of your financial and personal circumstances throughout your matter. The Proceeds of Crime Act 2002 ('the Act') creates a number of offences relating to the proceeds of crime. Under the Act it is a criminal offence for you to enter into a financial settlement, including with your husband/wife/partner/associated persons, if you know that any income, capital or property of whatever nature, which you or your husband/wife/partner/associated persons receives or retains as part of the settlement, represents the proceeds of crime. The proceeds of crime include, for example, monies (however low in value) saved or spent.

If your Solicitor becomes aware of or suspects the existence of the proceeds of crime in your case (whether from you or any other person), they might have to report the irregularity to the National Crime Agency. The NCA will give or withhold permission for your Solicitor to continue with your case. Even if NCA gives permission for the case to continue, it can pass the information received to any relevant body such as the Inland Revenue and an investigation may take place at any time in the future.

If there are any irregularities in your financial position or those of your husband/wife/partner or associated persons and if your Solicitor becomes aware of the irregularities during the course of your case, in all circumstances she/he and you are required by the Act to disclose those irregularities to NCA. Further, in those circumstances, your Solicitor may have to make a report to NCA without informing you. Accordingly, one consequence of not telling your Solicitor about irregularities in your financial circumstances would be to find that she/he is required to inform NCA of the correct position without discussing the matter with you. For example in rare circumstances, one consequence of this could be that you resolve your financial relationship with your husband/wife/partner/associated persons, only to find that you then become subject to an Inland Revenue investigation and/or criminal proceedings.

The obligations, which your Solicitor has under the Act, shall override the duty of Solicitor/Client confidentiality. Except where

there is pending litigation (which includes all types of civil litigations). In those circumstances, your solicitor may not have a duty to make a report to NCA.

### 12.2 Anti-Money Laundering

Solicitors who deal with money and property on behalf of their clients can be used by criminals wanting to launder money. To comply with our statutory obligations the firm operates an anti-money laundering policy and reporting procedure.

#### 12.2 (i) Identity

We will ask you to provide documentary evidence of your identity and sometimes people related to you. You will need to provide us with two pieces of identification, one with a photograph (i.e. passport, driving licence) and one to verify your address (i.e. utility bill, bank statement etc within 3 months). Please provide us with certified copies of the documentation as requested within 14 days, or alternatively if you provide us with the original documentation we shall obtain copies and return the originals to you.

If you cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity.

#### 12.2 (ii) Regulations

We are under a legal duty to comply with the following:

- To recognise suspicious transactions and if the firm knows or suspects that you or any other party involved in this matter are involved in money laundering the firm may be required by law to report this to the National Crime Agency. If a notification is made, the firm is prohibited from advising the suspected party that it is doing so. These duties override the firm's duty of confidentiality to you.
- To have documentary evidence on our files of the origin of any cash payments received by us for any purpose exceeding the amount of Euro 1,000. This is a mandatory requirement.

If we/you or other third party(s) to a transaction become subject to an investigation

then we must ensure that there is a clear paper trail of where the funds originate.

### 12.3 Compliance with Statutory Obligations

Any fees, disbursements, expenses and time engaged by us addressing our obligations under this Act in relation to your matter will be charged to you in the same manner as any other work undertaken in relation to your case.

By instructing the company you agree that such reports can be made. There may be circumstances in which the firm considers that it is obliged to make a report to NCA which it later turns out was not required by law. The company cannot accept responsibility or any liability for any loss, damage or expense (whether direct, consequential or otherwise) arising from any delay or otherwise as a result of making any reports to NCA in ensuring its compliance with its statutory obligations.

Our staff members are fully aware of their statutory obligations, our anti-money laundering policy and reporting procedure. Our nominated Money Laundering Reporting Officer is Mr. Arnab Sen. Our nominated Deputy Money Laundering Officer is Mrs. Althea Bailey Perkins.

## 13. **FINANCIAL SERVICES AND MARKET ACT 2000**

We are not authorised by the Financial Conduct Authority for the conduct of investment business, however on occasions we may carry out Exempt Regulated Activities as defined in the above Act. The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority (SRA) is the independent regulatory body of solicitors. The Legal Ombudsman provides an independent complaints handling service for most clients of law firms. Complaints and claims for redress should be made to either of these bodies in relation to this part of our practice.

## 14. **INSURANCE MEDIATION**

On a small number of occasions especially in property transactions, we may be required to advise upon and/or arrange an insurance policy such as a defective title indemnity insurance policy. We will discuss our obligations to you in this respect in the event that we are required

to arrange an indemnity insurance policy on your behalf. However, please note that Solacexis Solicitors is not authorised by the Financial Conduct Authority.

## **15. TRANSACTIONS**

It is normal for us to require you to pay sums of money from time to time on account of the fees and disbursements, which are anticipated in the following weeks or months. This is particularly relevant to litigation, which by its nature may take a considerable time to reach a conclusion. It is helpful if clients meet such requests with prompt payment to avoid any delay in the progress of their case. In transactions or cases likely to continue for more than one month interim bills covering the work already carried out will normally be rendered monthly. In some cases, accounts may be rendered more frequently, for example when a considerable amount of time is spent within a short period. This procedure enables clients to budget for costs as the matter progresses.

In the event of any bill or request for payment on account not being paid, we reserve the right to decline to act further in the case. In particular, in litigation cases we may apply to come off the Court Record as acting for you. The total amount of work incurred by us in your matter up to that date will be the subject of a final bill rendered and will be payable by you.

In cases of transactions continuing for some period of time, arrangements can be made for clients if they so wish to make regular payments on account by way of a bank standing order. The firm's bank details are available to you upon request.

## **16. COSTS RECOVERED**

In some litigation cases a successful client may be entitled to the payment of costs by some other party to the proceedings. However, it is rare for the detailed assessment of costs, as it is known, to result in the other party having to pay the full amount of the costs incurred by the client with their own solicitor. If the other party is in receipt of Public Funding it is rare to recover costs. However, should costs be awarded to you against an opponent who is receiving Public Funds, then the Legal Aid Agency have set criteria as to how to recover these costs. Should you require further information on this please do not hesitate to contact the conducting fee earner.

In the event that you are successful and costs do fall to be paid by the other party, interest can be claimed on those costs against the other party as from the date on which the order for costs was made. To the extent that any of our costs and disbursements have been paid on account by you, we will account to you for such interest but will otherwise be entitled to retain it

## **17. CLIENT'S MONEY**

### **17.1 Client Account**

Where we receive money from which is to be applied on your behalf (including payments on account to pay for our professional fees when an invoice is rendered), it will be held in our general client account linked to your matter which is subject to the strict provisions of the SRA Accounts Rules 2011 (SAR). The money will be held in this client account pending delivery of our bill. Subject always to the SAR, we are not responsible for any loss arising from the insolvency of any bank where the client funds are held. If we make a claim under the Financial Services Compensation Scheme (FSCS) in respect of money which we hold for you, you agree that we may give certain information about you to the FSCS to help them to identify amounts to which you are entitled to in our client account.

### **17.2 Client Account Interest Payment Policy**

If we hold money on your behalf, subject to the terms of this paragraph, interest will be calculated and paid to you when it is fair and reasonable to do so. Our policy on the payment of interest in relation to money that we hold on your behalf is to account to you for all sums earned if the total exceeds £20.00. Below this sum we will retain any such sums earned without accounting to you for them. We believe that this policy is fair and reasonable, and we keep it under continual review in the light of changing interest rates. Any interest payable will be calculated by reference to the interest payable on our Bankers client account at that time. The period for which interest will be payable will normally run from the date(s) on which cleared funds are received by the firm until the date(s) the funds are applied. In appropriate circumstances, the client may by entering into a written agreement come to a different arrangement as to the payment of any interest on monies held.



## **18. STORAGE OF PAPERS AND DEEDS**

### **18.1 Electronic Files**

We may hold your file electronically. If we do, we will ensure that the electronic file contains an accurate and complete record of all matters which would have been included had such a file been a paper file. This will include ensuring that documents are held in a pdf format and in relation to any paper documents which we save in an electronic format for storage; we follow our established process for ensuring that electronic copies are accurate copies of the corresponding paper document. The maintenance of electronic files in this manner is authorised by the SRA and ICO.

### **18.2 Storage**

In appropriate cases we are able to provide safe storage for important deeds and original documents on your behalf. This service is free of charge.

At the end of your matter, your files will be archived. Any original documents that cannot be returned to you safely will be kept in safe storage. We reserve the right to archive your file in any way we deem fit, subject to our statutory and regulatory duties to ensure that your confidential information is properly processed and to ensure that it is possible to retrieve your file from archive during the period that we are required to maintain your records by the Solicitors Regulation Authority. We reserve the right to hold your file in secure storage in the UK or any other jurisdiction.

### **18.3 Retrieval & Return of Documents**

On completion of a matter and payment of any outstanding bills we shall return to you any original documents lent to us by you for the purposes of the matter. We are entitled to keep all your papers and documents while there are monies owing to us for our professional charges, outstanding disbursements and expenses.

If you have requested that your file be retrieved and returned to you, it is our firm's policy to only provide a digital copy of all relevant files(s) on CD; this is permitted by the Solicitors' Regulation Authority and the Information Commissioner's Office.

A digital copy of your file may be retrieved and returned to you from storage after it has been archived without charge. If you require us

to undertake any work to locate and/or retrieve any specific document or correspondence we may charge you for reading correspondence or other work necessary to comply with any instructions given by you or on your behalf.

A digital copy of your file will not normally include documents that belong to the firm as governed by established Law Society practice; this includes: our computerised time sheets, your written instructions and preparation notes and attendance notes from your file which were prepared by us for our own benefit and protection and other records which were created for our own purposes.

At the end of your retainer, please advise us if you would like us to provide you with a digital copy of your file.

In light of the fact that a digital copy of your file will be made available to you free of charge upon request, if you make a further request for a paper copy of the same file, we reserve the right to charge an administration fixed fee of £75.00 to effect this.

### **18.4 Destruction**

We reserve the right to destroy your paper file(s) on the completion of your matter, subject to maintaining an electronic digital copy of the file by scanning and digitising your paper file prior to destruction. This may also be carried out outside of the UK if we deem fit. We will retain a physical or digital copy of your file for a period of 6 years after your matter has ended. After 6 years from the date of closing your matter, we will securely destroy all physical files and digital records that we hold in your matter; no records will be kept.

## **19. TERMINATION OF SERVICES**

### **19.1 Termination of instructions by us**

We will only terminate your instructions in accordance with the law and where permitted in accordance with the SRA Code of Conduct 2011. We will not cease to act for you without giving you reasonable notice in writing and without a good reason. If we cease to act for you early, we will ensure that we treat you fairly and fully advise you of your possible options for pursuing your matter and signpost accordingly.

We reserve the right to stop acting for you as your solicitors if:

- a) You do not pay an interim bill or you fail to pay monies on account of costs when requested in accordance with these terms; or
- b) We cannot continue to act for you without breaking the law or being in breach of rules of professional conduct; or
- c) Our being prevented from acting by the Serious Organised Crime Agency; or
- d) The discovery or creation of a client conflict of interest or own interests conflict; or
- e) We are unable to obtain clear and/or adequate instructions from you; or
- f) We are of the view that there has been a serious and irretrievable breakdown in confidence and trust between us and you. Such circumstances might include, but are not limited, to situations where:
  - a. you have been, or we are reasonably of the view that you have been rude or abusive to any member of Solacexis' staff; or
  - b. your insolvency; or
  - c. you have conducted yourself, or we are of the reasonable view that you have conducted yourself in a way that is in breach of Solacexis' policies in respect of equal treatment of staff, clients and third parties regardless of their sex, race, age or religious and/or sexual orientation; or
  - d. you fail to follow reasonable advice, or we are of the view that you have failed to follow reasonable advice from your legal advisor, such that it makes it impossible for the relationship between solicitor and client to be one of mutual trust and cooperation; or
  - e. despite our best endeavours, your matter expectations for the retainer are wholly unreasonable and impossible to manage, such that it makes it impossible for the relationship between solicitor and client to be one of mutual trust and cooperation.

If, however, Court proceedings are in progress, we will be obliged to obtain permission of the Court before we can stop being the appointed representative for you for the purpose of those

proceedings. If you do not consent to the appointment of yourself or another firm of solicitors to act for you in connection with those proceedings, you may have to pay the costs of any application we make to the Court.

#### 19.2 Termination of instructions by you

If at any time you wish this firm to cease work for you on this matter please let us know in writing.

Upon termination of services early by either party, we will prepare a final bill invoice in respect of all fees arising, work done and payments made or committed up to this effective date of termination and deliver this to you as soon as reasonably practicable. Until this last bill is paid the firm retains a 'lien' over your papers. We will release the papers to any new Solicitors you instruct as soon as our fees are paid in full. All of our rights as set out in the Terms shall continue to apply even if we terminate the agreement between us.

### **20. INSTRUCTIONS & JURISDICTION**

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 us. Our retainer with you is governed by the laws of England & Wales and in agreeing to these terms you agree to submit to the exclusive jurisdiction of the Courts of England & Wales.

### **21. ASSURANCE OF QUALITY**

We are committed to providing all our clients and prospective clients with a quality service and we do our utmost to treat all of our clients fairly. If you wish to give feedback on client satisfaction either during your case or at the end of your matter, we invite you to visit <http://www.duncanlewis.co.uk/clientfeedback>

We recognise that occasionally you may wish to raise concerns with us about the service that you have received or a bill that you have received. In the first instance we suggest that you raise these concerns with the person with the day to day handling of your case, who will try to help. Alternatively you may contact their supervisor or the Head of Department whom are both ultimately responsible for your matter.

A copy of our full written complaints procedure is available upon request. If you feel the need to make a formal complaint, then

we would request that you put this in writing if possible and address it to our Complaints Director, Arnab Sen, c/o the Client Care Department, Solacexis Solicitors, 33 Cavendish Square, London, W1G 0PW. If this would cause you difficulties you may prefer to phone us on 0800 644 6337 and ask for the Client Care Department or email: [info@solacexis.com](mailto:info@solacexis.com). Your complaint will be formally acknowledged and the full procedure that will be followed in dealing with your complaint will be explained to you at that time.

If we have been unable to settle your complaint using our internal complaints process. You have a right to complain to the Legal Ombudsman, an independent complaints body, established under the Legal Services Act 2007 that deals with legal services complaints.

Any complaint to the Legal Ombudsman should normally be made within 6 months of receiving a final written response from us about your complaint and that either the issue happened within the last 6 years or you became aware of it within the last 3 years. The full contact details of the Legal Ombudsman (LeO) are:

Legal Ombudsman  
PO Box 6806  
Wolverhampton  
WV1 9WJ  
[www.legalombudsman.org.uk](http://www.legalombudsman.org.uk);

Alternative complaints bodies (such as ProMediate UK Ltd, Website: [www.promediate.co.uk](http://www.promediate.co.uk)) exist which are competent to deal with complaints about legal services should both you and our firm wish to use such a scheme. We do not agree to use ProMediate UK Ltd

Where your complaint is related to a bill and the matter is not resolved to your satisfaction, as an alternative to your right to complain to the Legal Ombudsman you may also be able to apply to the court for an assessment of the bill under Part III of the Solicitors' Act 1974, s.70, s.71 and s.72. There are strict time limits that apply to this procedure and you may wish to seek independent advice.

## **22. DATA PROTECTION**

We may obtain, use, process and disclose personal data about you in order that we may discharge the services agreed, and for other related purposes including billing, updating

and enhancing client records, analysis for management purposes, economic crime prevention and legal and regulatory compliance. You have a right of access, under data protection legislation, to the personal data that we hold about you. We confirm that when storing, transmitting & processing data on your behalf we will comply with the provisions of the Data Protection Act 1998 and our duty of confidentiality. We will not pass your data to any third parties for the purposes of marketing or any other activities. You have a right of access under data protection legislation to the personal data that we hold about you.

The firm is committed to using the best available methods to deliver its services and sources its suppliers within a global environment. In order to provide its services it may be necessary to transfer some of the personal data that we hold on you outside of the European Economic Area ("EEA"). The level of data protection offered in such jurisdictions may be less than that offered within the EEA, although the firm will take reasonable steps to ensure that your personal information remains secure. By continuing to use the firm and by providing any personal data (including sensitive personal data) to us, you are consenting to such transfers, provided that they are in accordance with the purposes of discharging the services agreed. If you do not wish us to process your data in accordance with the above please contact us specifically in order that we can make alternative arrangements.

## **23. THIRD PARTIES**

The advice that we give to you is for your sole use and does not constitute advice to any third party to whom you may communicate it to. We accept no responsibility to third parties for any aspect of our professional services or work that is made available to them. Our duty of care is to you as our client and does not extend to any third party.

Persons who are not party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

If relevant to your matter, we will advise you of your potential liability for any other party's costs.

**24. DISTANCE SELLING / OFF-  
PREMISES CONTRACTS:  
(RIGHT TO CANCEL)**

If we have not met with you in person on our business premises (for example if you have instructed us over the telephone or by email) or we have met with you in person away from our business premises (for example if we have visited you in prison/hospital or at court etc) when concluding the contract, the Consumer Contracts (Right to Cancel) Regulations 2013 may apply to this work.

**24.1 Right to cancel**

This means you have the right to cancel your instructions to us within 14 calendar days of receiving our Client Care Letter without giving any reason. You can cancel your instructions by contacting us by post, fax or email. Unless there is evidence to the contrary, if your client care letter is sent to you by post, we will deem it to have been received 2 working days after the date of the client care letter.

**24.2 Exercising your right to cancel**

To exercise your right to cancel, you must inform us of your decision to cancel the retainer by a clear statement by post, fax or email with signature and date. You may use the attached model cancellation form or visit <http://www.duncanlewis.co.uk/CancellationForm>

**24.3 Commencing work during the 14 day  
cancellation period**

If you would like us to commence work on your file within this cancellation period, please sign these Terms of Engagement, and return it to us by post, fax or email.

We will start work on your file upon receiving your signed Terms of Engagement. By signing and returning these Terms of Engagement, you are expressly asking us to start work within the 14 calendar days cancellation period and you will therefore be responsible for paying us the costs of the service provided.

**24.3 Effects of cancellation**

If you cancel this contract within the relevant period, this will end both you and our obligations under the contract.

If you request for us to begin work during the cancellation period and then subsequently seek

to cancel the contract, you will still be liable to pay Solacexis' costs, which is in proportion to what has been performed until the time you have communicated the cancellation of the contract, in comparison with the full coverage of the contract.

The right to cancellation will not apply if you ask us to start work in the cancellation period and we have already completed the retainer.

**25. NON-WAIVER**

Any failure or delay by this firm to insist on the strict compliance of any of these Terms or to exercise any rights or remedies under these Terms or at law, shall not be deemed a waiver of any right of the firm to insist upon the strict compliance of the Terms or any of its rights or remedies as to any default under the Terms.

**26. SIGNATURE, DATE & RETURN**

Whilst your continuing instructions to us to act will in any event amount to acceptance of our Terms of Engagement with you, we reserve the right to suspend work on your matter or terminate our agreement if we do not receive the signed terms of engagement within the next fourteen days.

To confirm that you understand the contents of these terms and that you are happy to retain this firm on the basis of these terms set out, please sign, date and return a copy to me.

**Client Signature** \_\_\_\_\_

**Client Name** \_\_\_\_\_

**Dated** \_\_\_\_\_

**SS Ref:** \_\_\_\_\_