

**Freedman Green Dhokia**  
**Terms & Conditions of Business**

**1. Terms of Business**

These are the terms and conditions upon which we Freedman Green Dhokia will be acting for you and the way in which our charges will be calculated. The terms set out together with any terms set out in correspondence will form the basis of your contract with us and will apply to all work carried out by us unless specifically amended in writing. The client is the person who instructs us to carry out the work and the contract is between the client and ourselves, even if some other person is liable to pay the client's legal costs. These documents are sent to all of our clients so do not feel that any of the remarks below are directed at you personally.

**2. People responsible for your work**

You will be informed of the Partner/Solicitor responsible for the day to day conduct of your matter. We would prefer to receive your instructions in writing but you should feel free to telephone us at any time. However, please bear in mind the following points:-

- (1) Our office is open Monday to Thursday between 9.00 a.m. and 5.30 p.m. and on Friday between 9.00 a.m. and 5.00 p.m., when our reception closes. You may telephone during normal office hours. If appropriate, we may give you a telephone number for out of office hours. Please bear in mind, however, that Solicitors may not always be available to take your call although they, of course, will make every effort to do so. .
- (2) Our firm also have facsimile and email facilities. With regard to emails, we must make it clear that there can be no guarantee that an email will be seen by us. This may be due to a computer or system fault or the fee earner not having read it. Only the solicitor (and not his/her secretary) will read emails at his/her own discretion. You therefore send emails to us entirely at your own risk and we cannot be responsible for the consequences of unread emails. If your communication is important, we strongly recommend that you telephone or fax us.
- (3) As you will see from the section headed "Charges and Expenses" below, our charges are mainly determined by the length of time we spend on a particular matter. To assist us in providing a cost effective service, and in minimising our charges to you, it will assist if you make a list of the points which you wish to raise in the conversation before you telephone, so that the call can be kept as relevant and as short as possible.
- (4) If you are giving instructions over the telephone, we request you to confirm these in writing after the call to avoid any possible misunderstanding of your instructions.

We will use our best endeavours to provide an efficient and effective service and we will keep you informed of progress on a regular basis.

It is very important to maintain regular contact with us, including advising us of any change of address or telephone number etc and particularly to ensure that you provide us with all information and documentation required for your matter.

Please ensure that in all correspondence our reference (which appears at the top of the accompanying letter) is clearly stated.

### **3. Charges and Expenses**

You should note that time is recorded in hours and six minute units. This will include, but is not limited to, meetings with you and others, advising you, consideration and preparation of documents, research, correspondence (written and received), telephone calls (made and received), time spent travelling and waiting time.

Partner's hourly charging rate range from £325 to £395. This rate is subject to review on 1<sup>st</sup> January each year and you will, of course, be informed of any changes.

Where our paralegal carry out fee-earning work their time is charged at £100 per hour. Associate Solicitors are charged between £170 to £275 per hour and Trainee Solicitors at £150 per hour.

In addition to the time spent, we may take into account a number of factors which include the complexity of the issues, the speed and urgency at which action must be taken, the expertise or specialist knowledge that your case requires and, if an emergency arises, work undertaken out of normal office hours. In such cases, we reserve the right to increase the above hourly rates by up to 50% of the standard rate.

You will also be responsible for VAT on the fees quoted above and for all payments made to third parties ("disbursements"). Each case requires specific expenditure but typical disbursements are:

- (1) Court fees
- (2) Company search fees
- (3) Land Registry fees
- (4) Counsel's fees

Many cases may require the instruction of a barrister. You will have to pay his/her fees in addition to our fees.

Our policy is to discuss counsel's fees with you so that you know what you are likely to pay.

Counsel's fees vary considerably depending on the seniority of counsel and the type of work involved.

(5) Experts' fees

Some cases require an expert such as an accountant or surveyor and you are responsible for his/her fees. The choice and cost of an expert is something that we would discuss with you.

Our normal practice is that although we give instructions on your behalf to an expert, we will not accept responsibility for payment of the expert's fees. Instead, we ask you to discuss fees with the expert direct and reach your own arrangement with him/her.

(6) Copying charges

If we require documentation from your opponent, we will have to pay the opponent's solicitors copying charges. This charge will be added to your account.

There may also be other instances of copying charges arising.

(7) Travel costs

These are examples of typical disbursements. Others may arise and you will be told about their cost.

In the event that funds are to be transferred on your behalf by telegraphic transfer, an additional sum of £50 plus VAT per transfer will be added to our fees to cover the work in relation to the transfer of funds.

You should not hesitate to discuss our charges with us at any time.

We will at any time, on request, endeavour to give you an indication of the anticipated costs. As we are sure you will appreciate, this may often prove difficult. Any figures we give you are estimates not quotations.

We will deliver bills to you at regular intervals for the work carried out during the conduct of a matter. This obviously assists our cashflow but, more importantly, it will enable you to budget for costs and to keep track of the costs incurred. Payment of our invoice is due to us on presentation of the bill.

We are sure that you will appreciate that in the event of an account not being paid we must reserve the right to decline to act further. In that event, the full amount of the work carried out up to that date will be charged to you. We reserve the right to charge interest from one month after the date of the invoice to the date of payment at the rate of 4% above Royal Bank of Scotland base rate

in respect of any invoices remaining unpaid. Interest will be charged on a daily basis.

In some circumstances we will ask you to make payments on account of anticipated costs and disbursements. Please meet such requests promptly. If any difficulties arise that mean payment will be delayed please contact the person dealing with your matter.

Please note that we are unable to accept any cash payments. The firm does have facilities to accept credit card payments if this assists you, however this will be subject to a 3% surcharge.

Where you have been given an estimate of our fees, we will endeavour not to exceed that estimate without first notifying you that it will be exceeded. We reserve the right to increase our fees if the matter proves to be substantially more time consuming or complicated than expected and we will, of course, inform you as soon as we think that this will be the case. If the transaction does not proceed to completion, we will make a charge for the abortive works which we have done up to that time based on our current charging rates taking into account the factors referred to above.

In litigation cases, it is important you understand that in appropriate situations, the Court may order you to pay the other parties legal charges and expenses for example, if you lose the case. Even if you are successful, the other party may not be ordered to pay all of your charges and expenses and if this happens, you will have to pay the balance. The current rules of Court provide that in such cases where you are successful, the other side is generally only required to pay a contribution (normally between 60%-70%) towards your total costs. If you are unsuccessful in your action, you will not only have to meet all of your own costs and disbursements but you will almost certainly be ordered to pay a contribution towards your opponent's costs and disbursements. If the other party is legally aided, you may not get any of your charges and expenses even if you win the case. Please note that you will be responsible for paying this firm's bill in full regardless of any order for costs made against your opponent.

At any stage in the matter, if you have any reason to question any aspect of the invoice, please let us know at the earliest opportunity or in any event within one month from the invoice date and we will endeavour to resolve the issue. You have the right to object to our invoice if you disagree with it. In the first instance, you should discuss the situation with the Partner/Solicitor dealing with your matter, or our Accounts Department. If the matter cannot be resolved by us to your satisfaction, you can apply for an assessment under Part III of the Solicitors Act 1974.

#### **4. Termination**

You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents whilst there is money owing to us for our charges and expenses. In some circumstances, you may consider that we ought to stop acting for you. For example, if you cannot give clear or proper

instructions on how we are to proceed or if it is clear that you have lost confidence in how we are carrying out your work. From our point of view, we may decide to stop acting for you only with good reason. For example, if you do not pay an interim bill or comply with our request for a payment on account. If you or we decide that we will no longer act for you, we will require you to pay our charges calculated in accordance with paragraph 3 above together with all disbursements as set out earlier.

## **5. Civil Procedures Rules**

As a result of the implementation of the new Civil Procedures Rules, you should be aware that the Court now imposes strict timetables on solicitors and their clients once proceedings are issued and these must be complied with strictly. If for any reason we are unable to comply with our obligations under the Rules, the Court can strike your case out or award penalties and costs. It is therefore vital you provide us with all information and documentation that we request without delay to avoid such risks.

## **6. Financial Services**

If during this transaction you need advice on investments, we are able to provide a very limited range of advice and arrangements for which we are regulated by the Law Society. For more complicated matters we may refer you to someone who is authorised by the Financial Services Authority.

If you have any problems with any Financial Service we have provided for you then please let us know. We will try to resolve any problem quickly and operate an internal complaints handling system to help us to resolve the problem between ourselves. If for any reason we are unable to resolve the problem between us, then we are regulated by the Law Society, which also provides a complaints and redress scheme.

## **7. Storage of Papers and Documents**

After completing your matter, we will keep our file of papers (except for any of your papers which you ask to be returned to you) for a minimum period of six years after which it will be destroyed. We will not destroy documents that you have previously asked in writing for us to keep in safe custody. 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 retrievals. However, we may make a charge for time spent producing stored papers or documents to you or another party at your request. We may also charge for reading, correspondence or other work necessary to comply with the instructions given by you or on your behalf.

## **8. Complaints Procedure**

Whilst we set ourselves high standards of service which we endeavour to deliver to our clients, there may be times when you feel unhappy about something. In

that event, you should first of all report it to the person dealing with your matter and discuss how the matter is going to be resolved.

If you are still unhappy then you should contact my partner Gary Green.

If you remain dissatisfied at the end of our complaints procedure , you can then contact the Legal Ombudsman at PO Box 15870 Birmingham B30 9EB about your complaint . Please note the Legal Ombudsman may not deal with a complaint about a bill if you have applied to the Court for assessment of that bill .

Any complaint to the Legal Ombudsman must usually be made within six months of receiving a final written response from us about your complaint. For further information, you should contact the Legal Ombudsman on 0300 555 0333 or visit [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk) .

## **9. Money Laundering**

The law now requires solicitors, as well as banks, building societies and others, to obtain satisfactory evidence of the identity of their clients in order to satisfy the Money Laundering Regulations. This is because criminals wishing to launder money may seek to do so through solicitors who deal with money and property on behalf of their clients. In order to comply with the law on money laundering, we need to obtain evidence of your identity as soon as practicable. We should be grateful, therefore, if you would provide us with the following when returning a signed copy of these terms and conditions to us.

- A copy of your passport, to include the photograph.
- One utility bill showing your home address.

Where the client is a limited liability company we will need to have copies of the Directors passports and a copy of the Certificate of Incorporation and know the identity of the Directors. Additionally, we will need confirmation as to the nature of the business and a copy of the last accounts submitted to Companies House.

In the case of a business acquisition, please also confirm, in writing, that your funding towards the purchase price is currently held in a UK bank, if this is not the case please let us know immediately. We are unable to accept funds from any off-shore bank accounts until we have had the opportunity to verify and fully investigate the source of those funds in accordance with current UK money laundering legislation.

This firm fully complies with the Money Laundering Regulations 2003 and the Proceeds of Crime Act 2002. Would you also note that due to current money laundering legislation we may well have to request you to confirm, in writing, the source of any funds which you may send to us, which funds may represent part or all of the funding towards your acquisition or, in litigation matters, settlement monies. We cannot accept any monies without having been satisfied that the

source of funds is legitimate and are not from the proceeds of crime. Please do not be offended by this request as we are obliged to make enquiries in this regard and a failure to do so on our part could result in criminal proceedings against the solicitor dealing with your matter. Accordingly, if your capital contribution exceeds £10,000.00 we will require details as to where the said funds have been derived and written evidence thereof.

Would you kindly note that if we are not happy with the source of funds we reserve the right to refuse to accept the same and neither the solicitor dealing with your matter nor this firm will accept any liability if this causes any delay in the transaction. Moreover under no circumstances will we accept money from third parties without having been satisfied in relation to the same.

#### **10. Confidentiality**

Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. This obligation, however, is subject to a statutory exception. Recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Criminal Intelligence Service. 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 money laundering disclosure.

We draw your attention to the attached Notice in relation to the Proceeds of Crime Act 2002.

If, while we are acting for you, it becomes necessary to make a money laundering disclosure, we may not be able to inform you that a disclosure has been made or of the reasons for it because the law prohibits "tipping-off". Where the law permits us to do, we will tell you about any potential money laundering problem and explain what action we may need to take.

We will deal with your information in accordance with our obligations under the Data Protection Act 1998.

#### **11. External Inspection of Files**

The firm is subject to annual audits under SAR rules. This involves auditors randomly selecting files for checking. We would need your consent for inspection to occur. All inspections are, of course, conducted in confidence. If you prefer to withhold consent, work on your file will not be affected in any way. Since very few of our clients do object to this I propose to assume that we do have your consent unless you notify us to the contrary. We will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters which we conduct on your behalf. If you would like further explanation please do not hesitate to contact the fee earner dealing with your matter. If you prefer to withhold consent please put a line through this section for return to us.

**12. Agreement**

Your continued instructions in this matter will amount to your acceptance of these terms and conditions of business. However, so that we can be confident that you understand the basis upon which we will act for you, please sign and date the enclosed copy of these terms and return it to us immediately. Please do not hesitate to contact Raj Dhokia if you require clarification or any further information in relation to the issues raised above.

Signed: .....

Date: .....



## **Money Laundering Warning Notice**

### **Money Laundering Notice**

1. This firm and its staff are bound by the rules and regulations contained, amongst other places, in the Proceeds of Crime Act 2002. These rules are designed to detect and prevent Money Laundering, which includes for these purposes the proceeds of any criminal activity such as tax evasion and fraud.
2. You must be aware that all staff members are under a strict legal prohibition against taking any involvement in a matter where Money Laundering is present. This prohibition includes assisting any client to transfer or retain the proceeds of any crime (such as income on which tax has not been properly paid).
3. Any involvement in such a transaction might require our staff to report to the National Criminal Intelligence Agency a knowledge or suspicion of Money Laundering. If such a suspicion is reported, it may include any information we have concerning you, your associates or any transactions of which we are aware.
4. All our staff are trained to detect and report, where necessary, money laundering activity. Our staff face criminal prosecution, punishable by up to 14 years imprisonment, if they fail to comply with these legal obligations and you must be aware that no exceptions will be made. There is also no exception for 'small amounts' of criminal proceeds.
5. If you have any queries on this firm's Money Laundering procedures, please address your queries, in the first instance, to your legal adviser.

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