



# Terms and Conditions of Business

**We never want to deal with a client only once. We have capability across several areas of law that may be of interest to you and we hope that our relationship will be a long one. As you would expect from a professional organisation, there are necessary formalities that need to be concluded the first time that we act for you and the following Terms and Conditions of Business should cover every aspect of our relationship. If we have overlooked something that requires clarification, please do not hesitate to contact us. Pellys' service is based upon personal relationships where mutual trust and understanding is paramount.**

## **HOW WE WORK WITH YOU**

### **Our commitment to you**

- At all times we will pursue your best interests in a professional and confidential manner
- We will discuss our proposed course of action and the likely outcome
- We will ensure that you are aware of all the financial implications of the proposed actions
- We will keep you informed of developments as matters proceed
- We will try to use language that is clear and understandable
- We will deal promptly with any queries you raise and return your telephone calls on the same day whenever possible

### **Responsibility for carrying out your work**

We will agree with you the fee earner who will be appointed to work on your case and he/she will be constantly supported by other members of the team.

If for any reason this person is unavailable, please speak to another member of the team's support staff, or you can leave a voicemail that will be promptly dealt with.

Should there be any changes to the people handling your work (reasons may be sickness, holiday or other absence or cost saving to you), we will discuss with you why the change is necessary.

Overall responsibility for delivery of service lies with the Partner who heads the department.

### **How we manage our relationship**

We strive to maintain a consistently high level of service and openness in our dealings with you. If, however, you have any queries or concerns about our work for you, please do not hesitate to raise them with the person dealing with your matter. If you are unhappy with the outcome and would prefer to speak to someone else, then please contact the Partner who heads the department or Stephen Roche the Chief Executive of Pellys LLP.

We constantly review our service levels and welcome any feedback, positive or negative, that will help us to improve the way we deal with our clients.

Unless otherwise agreed, these terms of business apply to any future instructions you give us. Your continuing instructions in this matter will amount to your acceptance of these terms and conditions of business. Even so, we ask you to please sign and date the enclosed copy of these terms and return it to us immediately.

### **Who controls the relationship?**

You remain in control of the relationship and may terminate your instructions to us in writing at any time.

We may decide to stop acting for you only with good reason, for example if you do not pay an interim invoice or comply with our request for a payment on account, or if you cannot give clear or proper instructions on how we are to proceed. We will give you reasonable notice of our intention to stop acting for you.

If you or we decide to terminate the arrangement, you agree to pay our charges calculated on an hourly basis and expenses as set out elsewhere in this document immediately upon termination.

### **Individuals or businesses**

We act on behalf of private clients and businesses of all sizes. We are happy to accept instructions from businesses and require that a Partner, Director or controlling shareholder has signed these Terms and Conditions so that he or she accepts liability. In such cases, the signatory does accept as a personal liability that they are solely responsible for meeting any costs incurred by Pellys LLP should the business remain in default after 60 days on any invoices submitted to them for payment.

### **Money Laundering**

We are obliged to follow The European Money Laundering Directive and must satisfy ourselves about the identity of all our clients. Evidence of your identity can only be verified by allowing us to see certain documents that confirm your full true name and your up-to-date postal address.

In order to comply with the laws on Money Laundering we are required to obtain evidence of your identity before we can commence work on your behalf. We shall need from you one item from each of the lists below:

#### **List A**

Evidence of personal identity:

1. Current signed passport
2. EU member state identity card
3. Residence Permit issued by the Home Office (together with own country's passport)
4. Current EU or UK photocard driving licence
5. Armed Forces ID card
6. Current full UK driving licence (old version)

#### **List B**

Evidence of current address:

1. Confirmation from the electoral register
2. Recent utility bill or bank statement or mortgage statement with the current address
3. Local Authority Rates bill
4. Current UK driving licence (but only if not used as evidence of ID)
5. Local Council rent card or tenancy agreement

Evidence for Limited Companies:

1. A copy of Certificate of Incorporation
2. A list of all directors and their home address
3. A list of all shareholders
4. Confirmation of Registered office

**AND**

Evidence of two Directors/Shareholders

1. As List A above
2. As List B above

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 Serious 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 money laundering disclosure.

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. 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.

Our firm's policy is only to accept cash up to £500. If clients circumvent this policy by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.

### **HOW WE CHARGE FOR OUR WORK**

Charges can either be based on the **time spent** dealing with your matter or, if appropriate, we can agree a **fixed charge** with you. You will need to discuss and agree the charging method to be adopted before any work is carried out.

#### **Time Spent**

The time spent on your matter(s) is comprised of (but not exclusively):

- meetings with you

- meetings with others on your behalf (e.g. Barristers, witnesses, experts)
- attendance at court (which will include waiting and travel time)
- research work, considering, preparing, drafting and working on papers
- any correspondence
- making and receiving telephone calls, from and to you and others.

We charge you the hourly rate appropriate for each complete or part of an hour divided into minimum units of six minutes that a member of the department spends working on your matter:

Partners	£180.00 to £225.00
Consultants	£180.00 to £220.00
Solicitors	£125.00 to £200.00
Legal Executives	£135.00 to £165.00
Trainee solicitors/legal executives	£120.00
Paralegals and Support Staff (undertaking Work of a fee earning nature)	£60.00 to £125.00
All charges are plus VAT at the appropriate rate	

N.B. All rates are reviewed annually on 1<sup>st</sup> April

Routine letters written and received and routine telephone calls made and received will be charged for in units of 1/10th of an hour (6 minutes). Other letters and calls will be charged for on a time basis.

If, for whatever reason, Pellys LLP does not complete the work, we will charge you for the work done and expenses incurred including the VAT element.

In some cases we may have to take into account other factors such as where speed of action is crucial there may be a need to carry out work outside our normal office hours; or if it is a complex issue, specialist (external) expertise may be required. We would always hope to advise you in advance should these factors or any unforeseen extra work, or if your requirements or the circumstances significantly change during the matter that have an impact upon the charges quoted.

As a consequence of the changing nature of some matters, it can be difficult at the outset to estimate how many hours may be required. If an estimate is provided it is not intended to be fixed. We will update you on the position as to your charges and expenses regularly and inform you if it appears that any estimate may be exceeded.

In any event, the above quoted rates will apply unless you are advised otherwise, and we will also inform you in writing of the estimated cost of any extra work before incurring extra costs on your behalf.

### **Fixed Charge**

If you have agreed a fixed charge, the amount (plus VAT at the appropriate rate) pertaining to the matter will be confirmed in writing.

Occasionally, unforeseen extra work becomes necessary, perhaps due to unexpected difficulties or if your requirements or the circumstances change significantly during the matter. In such cases we will inform you in writing of the estimated cost of the extra work before incurring extra costs. Unless you give approval to an amended fee, we will do no further work and charge you on an hourly basis for work to date.

Similarly, if the work is not completed we will charge you on an hourly basis for the amount of work we do.

In either case, our total charges will not exceed the original fixed charge but our expenses will also be payable.

### **Expenses**

There may be other payments (also known as disbursements e.g. barristers and expert fees, travelling and subsistence) that you are likely to have to make. An estimate of their cost and when payment is likely to be needed will be provided separately. VAT is payable on certain expenses. These will be charged in addition to other costs mentioned above.

### **Other parties' costs**

In some cases you may be entitled to payment of costs by some other person. It is important that you understand that in such circumstances the other person may not be required to pay all the charges and expenses which you incur with us. You have to pay our charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them. If the other party is in the receipt of Legal Aid no costs are likely to be recovered.

If a court orders another party to pay some or all of your charges and expenses, interest can be claimed on them from the other party from the date of the court order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of that interest. You will also be responsible for paying our charges and expenses of seeking to recover any costs the court has ordered another party to pay.

If you are unsuccessful in a court case you may be ordered to pay the other party's legal costs and expenses. That money would be payable in addition to our charge and expenses.

### **How and when you pay**

Before we can commence work on your matter, we will require payment on account. The payment (usually £1000) is divided into two parts

1. One sum is retained and applied towards your final bill
2. Second sum to meet day-to-day expenses and avoid any delays.

*N.B. Any money that you pay to us on account will be held in our Client Account and, subject to minimum amounts and periods of time, we will calculate and pay you a 'reasonable amount' of interest.*

To help you budget while the work is in progress, we will send you an interim bill at the end of each month showing charges, expenses and money still held on account. We will send you a final bill after completion of the work.

Payment is due immediately upon receipt of ANY INTERIM BILL AND the final bill. Should you prefer, we have the facility of being able to accept payment by credit or debit card and such payment may be made, in person or by telephone. Alternatively, we have made arrangements via a third party to offer payment via regular monthly instalments; there is an interest charge levied by the supplier for this service. Please ask for more details should you wish to pursue payment by this means.

If you have any queries about your interim or final bill, you should contact the person dealing with your case immediately.

In the event that our bill remains unpaid, we will charge you interest daily on the full amount at 4% above base rate per year from the date of the bill. We may not carry out any further work for you if money on account or payment of a bill has not been received.

We may use monies held on account in relation to other cases where we are acting for you towards costs incurred in relation to this matter.

If we receive third party cheques (made payable to Pellys LLP) that are to be credited to your account, we will deduct any outstanding charges and expenses before accounting to you for the balance.

In cases where we carry out property transactions we will send you an invoice for all our charges and expenses, payment of which is due on completion. If sufficient funds are available on completion and we have sent you an invoice, we will deduct our charges from the funds.

N.B. As a consequence of the money laundering directive, we cannot accept any more than £500 in cash from you over the life of a matter.

### **HOW WE LOOK AFTER STORAGE OF PAPERS AND DOCUMENTS**

After completing the work, there will have accumulated many papers and documents; this is how we deal with them:

- we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses
- we will keep our file of papers (except for any of your papers that you ask to be returned to you) for between twelve years and 30 years depending on your case at the time of instructions
- we store the file on the understanding that we have the authority to destroy it six years after the date of the final invoice we send you for this matter
- we will not destroy documents you ask us to keep in our deeds safe
- on our first invoice we charge £10.00 plus VAT towards the cost of electronic storage.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent producing stored papers or documents for you under any other circumstances.

## **YOUR SAFEGUARDS**

### **Professional Indemnity Insurance**

Pellys LLP is regulated by the Solicitors Regulation Authority which obliges us to have a minimum compulsory professional indemnity insurance in place. Our insurance cover is to the value of £10m maximum liability in respect of an aggregate sum against the LLP, its members and employees per individual claim.

### **Personal Information**

Under the Data Protection Act 1998, we are required to inform you that the professional services provided by Pellys LLP will inevitably involve our collecting and processing personal information about you and disclosing that information to employees, agents and other persons involved in the conduct of your case. From time to time, we may also write to you in connection with other services we provide and which we think may be of interest to you.

We are under a duty to you to keep all information relating to your affairs completely confidential unless authorised by you to disclose information to someone else. However, we may sometimes have other duties and obligations which affect our obligations to you, for example we are obliged to disclose to the Serious Organised Crime Agency any suspicions we may have regarding money laundering or terrorist activities and this will override our duty of confidentiality to you.

### **Financial advice and related matters**

Pellys LLP is not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by The Solicitors Regulation Authority. The register can be accessed via the Financial Services Authority website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register).

However, from time to time many of our clients require financial advice on matters relating to investments, pensions, life insurance and mortgage. As explained above we are not ourselves authorised to provide such advice but are concerned to ensure that our clients have access to independent financial advice when appropriate and we have therefore made an arrangement to refer clients who require such advice to ProVision Professional Limited.

In order to ensure that the basis exists for a sound professional relationship between client and financial advisor, we will introduce each client to ProVision Professional Limited, and an initial joint meeting may take place in our offices. We will also confirm in writing to ProVision Professional Limited the matters on which advice is required, and will make clear whether the scope of this advice should be focused or comprehensive or execution only.

For its part, ProVision Professional Limited will explain its own Terms of Business, which record the remuneration arrangements. Among other options, these may take the form of fees or be subsidised by any commission which might be received by ProVision Professional Limited. When the Terms of Business have been agreed, ProVision Professional Limited will proceed to undertake a "factfinding" exercise to establish such personal and financial information about the client's needs as may be required to enable it to formulate its recommendations.

ProVision Professional Limited will produce a written report for each client, a copy of which will also be sent to ourselves. This will enable us to ensure that the recommendations of ProVision Professional Limited are consistent with any legal advice we may have given. We will also liaise with ProVision Professional Limited generally, provided information and ancillary advice where appropriate, and we have arranged with ProVision Professional Limited that our charge for keeping this "watching brief" will be paid from the charges made by ProVision Professional Limited. ProVision Professional Limited will therefore account to each client on our behalf for whatever remuneration may be payable to us.

Our arrangements for complaints are set out above under "How we manage our relationship", whereas clients of ProVision Professional Limited have the benefit of the Financial Ombudsman service (of which ProVision Professional Limited will provide further details). Please note that we can accept no responsibility for the quality of advice you receive from ProVision Professional Limited, whether in any joint meeting with ourselves or otherwise, or for the consequences of their recommendations.

Your usual contact within this firm will be pleased to deal with any queries.

### **BS EN ISO 9001 : 2000**

We are a BSI Registered LLP working to ISO 9001 : 2000 standards. This involves a limited inspection of the firm's case files by external assessors. We have an overriding duty of confidentiality to you and must therefore request your consent to such inspection. In considering this matter we would wish to make it clear to you that:-

- a) Should you wish not to give your consent, that will not affect the conduct of your case or the quality of our work.
- b) Consent, once given, may be withdrawn at any time without a reason being given by you.
- c) The assessors give an undertaking of confidentiality to the firm.

Unless we hear from you to the contrary, we will assume that you have no objection to your file being inspected should the need arise, but please do not hesitate to contact us if you have any queries in relation to this aspect either now or in the future.

**CONCLUSION**

We can then be confident that you understand the basis on which we will act for you, and will not take any further action until we have received a duly signed Terms and Conditions of Business document.

This is an important document: please keep it in a safe place for future reference.

**Signed** ..... **Print Name** .....

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**Dated** .....

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 Bishop's Stortford  
 Hertfordshire  
 CM23 2ND  
 01279 758080

Pellys LLP  
 12 Market Walk  
 Saffron Walden  
 Essex  
 CB10 1JZ  
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Hours of business at our offices are 9.00am to 5.30pm Monday to Friday inclusive. Appointments can be arranged to see you at either location or outside of these hours where possible.

Pellys Reference: .....