



Your Local Family Solicitors Ltd

Sandford Court
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Standards and Terms of Business

1 Your Local Family Solicitors Ltd

1.1 Your Local Family Solicitors Ltd is a Private Limited Company in accordance with the Companies Act 2006 (registered number 09935667, with its registered office at Sandford Court, 21 Sandford St, Lichfield Staffs WS13 6QA).

1.2 Client care and advice means the client care and advice letter to which these Standards and terms of business are attached (or alternatively supplied to you separately by us); 'you' means the Client described in the Client care and advice; and 'we' means Your Local Family Solicitors Ltd.

2 Your instructions and the incorporation of these Terms of Business

2.1 We will undertake the Work for you as indicated in the client care and advice letter. Your continuing instructions will amount to your acceptance of these terms of business.

2.2 Unless otherwise agreed these terms of business will also apply to any future instruction you give us and may only be altered in writing by a partner of Your Local Family Solicitors Ltd.

2.3 Where we are instructed by more than one person, firm or company those instructions will be considered to be joint and several. Each Client is responsible for the whole of our charges and any arrangements between the relevant parties are not binding on Your Local Family Solicitors Ltd.

2.4 Your address for all purposes including service of notices is the one given by you to your Solicitor. If you change your address you must tell the Solicitor responsible for your matter as soon as possible, but in any event within 7 days.

2.5 In your own interest and to avoid conflicts of interest, you should ensure that the Solicitor responsible for your matter is advised of your full name and address

If a conflict does arise, we may not be able to continue acting for you. Should this happen we will discuss it with you to agree the way forward.

2.6 Termination:

2.6.1 You may terminate your instructions in writing at any time. We may only decide to stop acting for you for good reason. We must give you reasonable notice that we are no longer to act for you.

2.6.2 If you or we decide that we are no longer to act for you, you will pay our charges and expenses for all Work done by us for you up to termination.

2.6.3 We are entitled to keep all your papers and documents if there is money owing to us for any charges and expenses.

2.7 Storage:

We will keep our file of your papers (except any of your papers which you ask to be returned to you) in line with our storage guidelines. The minimum time limit for paper files is currently 7 years. We will keep the file on the understanding that we have the authority to destroy it in the time frame stipulated in our closing letter to you. We will not destroy documents you ask us to deposit in safe custody.

In the cases where we have an electronic file only, the information contained is currently stored indefinitely.

2.7.1 We can store deeds, wills, security documents etc., by agreement with you.

2.7.2 If we are asked to retrieve papers or documents from storage relating to continuing or new instructions we will not normally charge for the retrieval. However, we may make a charge based on time spent to produce stored papers or documents to you or to another at your request and we may also charge for reading correspondence or for other work necessary to comply with instructions given by you or on your behalf

2.7.3 Once your matter is completed we do not accept any on-going responsibility for reminding you of critical dates in respect of matters such as rent reviews, lease renewals, exercise of options, service of notices/counter notices, warranties or payment dates within time limits or any other such matter unless we have current and specific instructions from you to deal with such matters immediately prior to the critical date concerned.

3 Charges

3.1 We will set out the way we will charge for the work we do for you in the Client care and advice letter. Any fixed fee quote we give you will be only for the work we agree to do as set out in the Work section of the Client care and advice letter. Hourly rates vary according to the level of seniority and expertise of each adviser; your instructions will be carried out at a level appropriate. Hourly charging rates are reviewed periodically and will be increased automatically at that time. We shall write to you with notification of any such increases.

3.1.1 How we calculate charges

Our charges will be based upon the time which we spend dealing with the work which includes preparing and working on papers, meetings, hearings, travelling, making and receiving telephone calls, correspondence etc. The hourly rates charged for the time spent on the work are detailed below. Routine letters and telephone calls are charged at 1/10th of the hourly rate.

3.1.2 Hourly rates (exclusive of VAT)

Senior Solicitor (Garfield Wallet/Joanne Vernon)	£225
Support	£140

3.2 Payment Arrangements:

3.2.1 We may ask you to pay sums on account of charges and expenses such as search fees, or court fees, barrister's fees and payments to independent advisers to be incurred. Where payments are made to us for payment to a third party we will require receipt in time for us to have cleared funds to pay out. Where funds are held by us on your behalf, we will account to you for interest earned in accordance with our Interest Policy a copy of which is available on request.

3.2.2 We accept all major Credit and/or Debit Cards. There is no administration charge on the payment of our legal costs or on payments made by Debit Card.

3.2.3 We reserve the right to deduct from monies held on your behalf any monies due to us in respect of costs VAT or disbursements in respect of any matter where we are acting for you or for which you may be liable. We will notify you of any such deduction.

3.3 Where an arrangement has been made for a third party to pay all or part of our invoice we shall still send you our invoices in accordance with these terms but shall take into account any money received by us from that third party. This arrangement will not absolve you from your primary responsibility to pay our charges and expenses.

3.4 If for any reason your matter does not proceed to completion we will charge you for all Work done and expenses incurred on the basis of an hourly rate for the Work done.

3.5 Invoices:

3.5.1 All invoices(s) are final for the period covered, unless stated otherwise and are payable on delivery.

3.5.2 Interest will be payable on the outstanding balance of any invoice unpaid 14 days after the date of the invoice at the rate applicable to Judgment debts (currently 8% per annum) calculated on a daily basis from the date of the invoice. We will also instigate credit control procedures, which may involve sending invoice reminder letters and an additional charge to you beyond the charges mentioned in the client care and advice letter.

3.5.3 If you have any query about your invoice, you should contact the Solicitor dealing with the matter or their supervisor straight away.

If you are not satisfied with the amount of our fees, whether the bill is contentious or non-contentious, you are entitled to make a complaint either through our internal Complaints Procedure or directly to the Legal Ombudsman. Part III of The Solicitors Act 1974 also enables you to have our charges reviewed by the Court. This review is called 'Assessment' when the Court will decide whether our charges are reasonable and strict time limits apply

If an invoice is overdue for payment, we reserve the right to suspend work and to retain documents and papers belonging to you and your Associates, irrespective of the matter to which they relate, until all sums due to us are paid. "Your Associates" means all legal entities which you control, or, if you form part of a group, all legal entities in that group.

4 VAT

All charges are exclusive of VAT, which shall be charged as applicable on our charges. VAT will be charged on those expenses and disbursements that are liable for VAT.

5. Banking

We hold all client money in a Financial Conduct Authority regulated bank. We are not liable for any losses you may suffer as a result of any such banking institution being unable to repay depositors in full

6. Contentious Business

6.1 In the case of litigation even if you are successful the other party may be ordered to pay less than the full cost to you of the case or they may not be able to pay the amount that they are ordered to pay in full; if this happens you will still have to pay the balance of our charges and any expenses.

6.2 If the other party is legally aided you may not be awarded any of your charges and expenses even if you win.

6.3 If you are successful and the court orders the other party to pay some or all of your charges and expenses interest can usually be claimed on those charges and expenses 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 the interest.

6.4 You are responsible for paying our charges and expenses as our invoices are delivered even if you hope to recover them from another party if you win.

6.5 You will also be responsible for paying the charges and expenses of seeking to recover any damages or charges and expenses that the Court orders the other party to pay.

6.6 In some circumstances the Court may order you to pay the other party's charges and expenses, for example, if you lose the case or lose an Application made in the course of the action, and this is also likely if you decide to withdraw your Claim or Defence before the case is concluded. The money will be payable in addition to our charges and expenses.

7 Financial Services & Insurance Contract Arrangements

7.1 We are not authorised by the Financial Conduct Authority.

7.2 If during any transaction you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority.

7.3 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 is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints handling body.

8 The Proceeds of Crime Act 2002 and The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017

Under the United Kingdom's Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, we are obliged to verify the identity of our clients and sometimes people linked to them. If after a request has been made to you to provide such verification you fail to or delay in doing so then we shall not be responsible for any losses that you sustain as a result of the failure of or delay to your transaction. Under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 if, during the course of our professional work we know, suspect or have reasonable grounds for knowing or suspecting that any person is engaged in money laundering (which could include dealing in the proceeds of any criminal act) we are obliged to report that suspicion and if we fail to do so we commit an offence. It is also an offence to disclose that we have made a report if to do so might impede an investigation. Once reported, we may be obliged to delay the progress of a transaction. We shall not be liable for any losses that you incur arising from our inability to progress with a transaction while we are prevented from doing so by such restrictions. These losses may include penalties for delay, interest payments, damages or costs claimed or the failure of the transaction.

9 Exclusions & Limitations of Liability

We shall not be liable to you for any failure or delay or for the consequences of any failure or delay in performance of your instructions if it is due to any event beyond our reasonable control including without limitation, acts of God, war, industrial disputes, protests, fire, flood, storm, tempest, explosion, acts of terrorism and national emergencies.

The extent to which any loss or damage will be recoverable by you from us will also be limited so as to be in proportion to our contribution to the overall fault for such loss or damage taking into account any contributory negligence by you, your other advisers and/or any other third party responsible to you and/or liable in respect of such loss.

Nothing in the Client care and advice shall affect any liability which we may have to you in respect of any personal injury or death resulting from our negligence, any loss caused by our fraud, fraudulent misrepresentation or reckless disregard of our professional obligations or any other situation where the law

prohibits us from excluding or limiting our liability to you. The provisions of this paragraph 9 shall continue to apply notwithstanding the termination of our engagement for any reason.

10 Electronic communication

We sometimes use e mail for communication with you unless you tell us not to but there are some specific points of which you should be aware:

Communications over the internet are not secure.

E-mails do not always reach the intended recipient.

We do not guarantee therefore that every e-mail sent either by you or by us will reach the intended recipient.

Viruses or other harmful programmes may be spread over the internet. Whilst we take reasonable precautions to prevent these problems by use of a fire wall and virus checking software, we do not guarantee that our e-mail correspondence will be free from viruses. If we are to communicate by e-mail, it is on the basis that you will also take reasonable precautions to prevent such viruses or other harmful programmes.

11 Equality and diversity

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and staff. Please contact us if you would like a copy of our equality and diversity policy.

12. Data Protection

As a client of the Firm your information will be added to our database.

We do not disclose your information to anyone outside the Firm except; where we have your permission; or where our work for you may require us to disclose information to third parties such as expert witnesses and other professional advisers; or where we are required or permitted to do so by law; or to government entities or regulatory bodies in order that they may discharge their responsibilities and obligations or to exercise their powers or functions; or to credit reference and fraud prevention agencies and other companies that provide a service to us or you; or where we may transfer rights and obligations under this agreement.

If we are required as a matter of law to refer any information concerning your affairs to relevant authorities, we may not be permitted to disclose this fact to you. You agree that we may disclose information from your file to our professional indemnity insurers where circumstances need to be notified to our insurers.

We may transfer your information to other countries on the basis that anyone to whom we pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we will write to you. If you do not object to the change within 60 days you consent to that change.

12 Applicable Law

Any dispute or legal issue arising from our terms of business will be determined by English law and will be submitted to the exclusive jurisdiction of the English courts.

Your Local Family Solicitors Ltd

Accepting our Terms of Business

I/We () confirm my/our instructions to Your Local Family Solicitors Ltd to undertake the work outlined and accept the terms of business outlined in this document and the attached client care and advice letter.

Print Name:

Signature:

Date:

Print Name:

Signature:

Date: