

BRUMELL & SAMPLE

Terms and conditions of business

1. People responsible for your work (fee earners).

Your work will be carried out either by a partner (who is, of course, a qualified solicitor), an assistant solicitor, a trainee solicitor, a legal executive or an assistant. The latter will not have any professional legal qualification but will have practical experience of the work they do, often over many years. We will let you know at the outset which fee earner(s) will be handling your matter. If, during the course of that matter, the fee earner(s) is unavailable for any reason, please ask for their secretary who will be happy to take any message for you. Normally the same fee earner(s) will deal with the matter from start to finish but we will let you know if there has to be any change.

2. Charges and expenses.

2.1 Calculation.

Your work will either be:

‘contentious’ – i.e. work that relates to court cases where action has actually been started in the court; e.g. divorce and other family proceedings, you suing or being sued by someone else, or ‘non-contentious’ – i.e. work that has not involved the courts; e.g. buying/selling your home (conveyancing), administering the estate of someone who has died (probate), writing your Will, or preparation for court proceedings if the proceedings are not then started.

In contentious matters our charges may be made up of:

- Hourly rate This is a figure which is worked out by looking at the firm’s overheads such as rent, lighting, heating, salaries for partners and staff, to cover the cost to the firm of carrying out the work, with an element added for commercial profit.
- Mark-up This is usually a percentage of the hourly rate and will normally only be added in exceptional circumstances. The mark-up is commonly 33.3% but can be higher or lower depending on factors such as urgency and complexity.

In non-contentious matters our charges may be made up of the hourly rate (and any mark-up) together, where appropriate, with a

- Value element This reflects the responsibility placed upon a solicitor when dealing with something of value. In a conveyancing matter it is usually ½ % of the value of the property. In a probate matter it is usually ½ % of the value of the deceased’s home and 1% of the value of the rest of the estate, unless a member of this firm is also an executor in which case the figures are ¾ % and 1½ % respectively.

When calculating our charges we start from the amount of time spent in dealing with the matter. This will include meetings with you and, perhaps, others; considering, preparing and working on papers; correspondence; making and receiving telephone calls and any time spent travelling. Routine letters that we write and routine telephone calls that we make and receive are charged as units of 1/10 of an hour. Routine letters received are charged as units of 1/20 of an hour.

Other letters and calls are charged on a time basis. The time spent by a particular fee earner is charged at his/her hourly rate (see 2.5).

In each case we then consider whether a mark-up and/or value element should be added to the time charge.

2.2 Disbursements.

In addition to our own charges we may have to make payments (disbursements) on your behalf. In contentious matters these could include court fees, barristers’ fees and doctors’ fees for medical reports. In non-contentious matters they could include search fees, Land Registry fees, Stamp Duty (conveyancing) and Probate fees. In most cases we will ask you for money to cover these disbursements before we pay them. If we do pay them first, however, we will ask you to reimburse us within 7 days and we reserve the right to carry out no further work on your behalf until we receive payment.

2.3 Estimates.

Although no two cases are the same we will give you the best information possible as to the likely cost of the matter, including disbursements at the outset. Further, we will inform you if any unforeseen extra work becomes necessary – e.g. due to unexpected complexities or difficulties, or if your requirements or the circumstances change significantly during the matter – and let you have a revised estimate.

2.4 VAT.

VAT is payable on our charges as well as on certain disbursements.

2.5 Hourly rate.

The current rate for our various fee earners (see 1 above) is as follows:

Partners

£ 175.00

Assistant Solicitors	£ 150.00
Trainee solicitors	£ 100.00
Legal executives	£ 100.00
Assistants	£ 100.00

We will let you know as and when these rates change.

2.6 Capping charges and expenses.

You may set a limit on the charges and expenses to be incurred. This means that you must pay those incurred up to the agreed limit without our needing to refer back to you. We will inform you as soon as it appears that the limit may be exceeded and will not exceed the limit without first obtaining your consent.

2.7 Payment on account.

In addition to payment in advance for disbursements (see 2.2) it is normal practise, in contentious matters, to ask clients to pay sums of money from time to time on account of the charges which are expected in the following weeks or months. This helps to avoid delay in the progress of the case as well as helping clients keep track of the costs. Any such payments will be offset against the final bill but it is important to understand that the total charges and expenses may be greater than any advance payments.

Occasionally we may ask for payment on account in non-contentious matters, but only with your specific agreement.

2.8 Uncompleted matters.

If, for any reason, this firm does not complete the work, we will charge for the work done (calculated as in 2.1 above but ignoring any value element) and expenses incurred.

3. Bills.

3.1 Conveyancing.

Prior to completion we will send you a bill for our charges and expenses, payment of which is due before completion. In most cases sufficient funds will be available for us to deduct our charges and expenses on completion. In any case where sufficient funds are not available we will not be able to complete the matter until they are.

3.2 Probate.

We will usually send you an interim bill on account of our charges and expenses after the Grant of Probate/ Letters of Administration has been obtained. A final bill will be included in the estate accounts at the end of the administration. If we hold sufficient funds we will deduct our charges from those funds.

3.3 Other matters.

We will send you a bill for our charges and expenses, less any payments on account, when the work is completed.

3.4 Payment.

Payment is due to us within 28 days of our sending the bill to you. If you do not pay the bill within this time we will charge you interest on it at 10% per year on a daily basis from the date of the bill.

3.5 Queries.

If you have any query about your bill you should contact one of the partners straight away.

4. Legal aid.

We do not act for clients who require legal aid (from the Legal Services Commission) to pay their legal charges and expenses, either at the outset or at any time during the course of the case. If, at any time, you think you may be entitled to legal aid you should let us know immediately and we will refer you to a solicitor who will act for you.

5. Money laundering precautions

5.1 Proof of identity

The law requires solicitors (as well as banks, building societies and others) to obtain satisfactory evidence of the identity of their clients. Accordingly we need either of the following:

- Your current photocard driving licence, correctly showing your current address, or
- Your passport, plus an item of evidence to prove your address, such as a recent utility bill, recent council tax demand or bank statement.

If you cannot provide such evidence please tell us and we will advise what alternative evidence may be acceptable.

Please do not send us any funds until the identification procedures have been carried out.

We may use electronic identification service providers to confirm your identity (and that of any beneficial owners). It is a condition of our retainer that you consent to us doing so on your behalf (and that of any beneficial owners).

5.2 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. Legislation on money laundering and terrorist financing places 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 by law to make a money laundering disclosure. If that happens, we may not be able to inform you that a disclosure has been made or of the reasons for it because the law prevents “tipping off”.

5.3 Cash

Please note that we are only able to accept cash up to a limit of £250.00 in any 28 day period. 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.

Where we have to pay money to you it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

6. Storage of papers and documents.

6.1 Lien.

After completing a particular matter we are entitled to keep all the papers and documents relating to it while there is money owing to us for our charges and expenses.

6.2 Files.

We will keep our file of papers (except for any of your papers which you ask to be returned to you) for no more than 6 years.

6.3 Deeds, Wills and other documents.

We are happy to keep such documents in our safes on your behalf for as long as you wish. We make no charge for this service.

7. Termination.

7.1 By you.

Subject to the provisions of clause 7.3 you may terminate your instructions to us, in writing, at any time. If appropriate we will retain our lien on your papers and documents while there is money owing to us (see 6.1).

7.2 By us.

We can only stop acting for you if there is a good reason – e.g. we would be in breach of the Solicitors’ Practice Rules; we are unable to obtain clear instructions from you; there is a serious breakdown in confidence between us; you do not pay an interim bill or comply with our request for a payment on account. We must give you reasonable notice that we will stop acting for you.

7.3 If you or we decide that we will no longer act for you we will submit a final bill for work done up to that point less any interim bills.

8. Raising queries or concerns with us.

We are confident that we will give you a high quality service in all that we do. However, if you do have any queries or concerns about our work please take them up first with the fee earner dealing with your matter. If that does not resolve the problem to your satisfaction or you would prefer not to speak to that person, then please take it up with one of the partners.

9. Agreement.

Your continuing instructions following receipt of these terms and conditions will amount to your acceptance of them. Even so we ask you to please sign and date the second copy and return it to us immediately. We can then be confident that you understand the basis on which we will act for you.

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

Signed:

Date: