

# **TERMS OF BUSINESS**

**These are the terms of business of Anderson Rowntree LLP, a limited liability partnership registered in England and Wales under registered number OC425769 whose registered office is at 1st & 2nd Floor, Avenue House, Southgate, Chichester, West Sussex, PO19 1ES.**

It is in your interests that you know the way in which your solicitor will act for you. The following sets out our Terms of Business and the basis on which we calculate fees. Please read this carefully, and if you have any queries raise them with us as soon as possible. By giving us instructions to act for you, you will be accepting these terms so it is important that you understand them.

## **1. APPLICABLE LAW**

In the event of dispute over these Terms of Business, the Law of England and Wales shall be deemed applicable.

## **2. COMMUNICATION BETWEEN YOU AND US**

We shall aim to communicate with you by such a method as you may request. We may need to check discs or email using anti-virus software. Unless you withdraw consent, we may communicate with you and others when appropriate by email or fax but we cannot be responsible for the security of correspondence and documents sent by email or fax.

## **3. DATA-PROTECTION / GDPR**

We use the information you provide primarily for the provision of legal services and for related purposes including:

- Updating, contacting you and enhancing our client records
- analysis and review to help us manage our practice
- statutory returns
- legal and regulatory compliance

Our use of that information is subject to your instructions, the Data Protection Act 2018 and our duty of confidentiality. Please note that our work for you may require us to provide information to third parties. You have a right of access to the personal data that we hold about you. **By signing these TOB you agree to us holding your information until further notice from you in writing.**

We may, from time to time, send you information which we think might be of interest to you. If you do not wish to receive that information, please notify us in writing.

## **4. FEES - HOW WE CALCULATE FEES**

Our fees are calculated in many cases by reference to the time spent working for you. Different hourly rates may be charged for different types of work, and according to the seniority of the person who handles it for you. We reserve the right to vary our charging rates; we shall advise you if our rates are to be increased during the course of an on-going matter. All the time spent progressing your matter is recorded daily on our computer system including for instance:

- Advising you in meetings and on the telephone.
- Negotiating with others on your behalf in meetings, by letter, email and by telephone. In certain transactions, for example, sales and purchases of properties, we may be in contact with intermediaries e.g. Estate Agents and Mortgage Providers and your agreement to these Terms of Business authorises us to disclose relevant information relating to your matter for the more efficient completion of the transaction, but, subject to that your dealings with us will be confidential.
- Considering, drafting and completing documents, deeds, etc.
- Preparing for court or tribunal hearings, including travelling and waiting time.
- Instructing third parties on your behalf.
- Legal and factual research.
- Time spent travelling for appointments, site visits and other meetings.
- Time spent in preparation of any detailed costs or other financial calculations.
- Routine letters and emails are charged as six minute units of time and we charge for the time spent on making and taking telephone calls in six minute units and considering incoming letters and emails at units of three minutes per page.

The charge for our time includes the normal cost of using other resources such as telephones, facsimiles, etc. There may, however, be other factors which will increase our charges such as exceptional urgency, value, complexity, or the need to work unsociable hours, and if appropriate an adjustment to reflect this will be made when we send you our account at the conclusion of the matter. The person responsible for the day to day handling of your work will be able to give you an approximate indication of the amount of fees incurred at any given time, and discuss any other factors which may affect the final fee. For certain types of work we may undertake your instructions for a fixed fee, for example Wills. Such fees will cover all work usually associated with such matters but if you ask us to undertake work outside the scope of normal transactions or the matter involves additional or unforeseen work you will be charged additionally for such extra work. In property transactions and administration of estates and in matters involving a substantial financial value or benefit to a client, a charge reflecting, for example to the price of the property, the size of the estate, or the value of the financial benefit may be considered.

## **5. ESTIMATES**

For each particular matter we shall give you an estimate of what our fees are likely to be, where it is possible to do so, based on the information available to us at the time. In any event we shall advise of the basis upon which we shall charge. It is not always possible to know at the outset of a legal transaction how much time will be spent and therefore exactly what the fees will be. If you subsequently ask us to undertake additional work, or change your mind and alter earlier instructions this will almost certainly increase our costs and therefore our fees. As the work progresses we shall let you know if it becomes apparent that an estimate will be exceeded for any reason, or if our advice as to the basis of our charges will be affected by any review of our charging rates. If at any stage you are concerned about costs please consult us. An upper limit can be set, at your request or ours, on the amount of fees that may be incurred without further reference to you.

## **6. DISBURSEMENTS (payments made to others)**

In addition to your fees, your total costs may include our travel costs and other payments made to third parties on your behalf as work progresses, e.g. court fees, barristers' fees, charges made by local authorities and the Land Registry, etc. these are called disbursements. We request payment in advance for expected disbursements so that we can pay them promptly. In the case of a mortgage we are required by Lenders to collect all disbursements in advance before mortgage money is released. Please respond quickly because delay in providing funds may result in delay in dealing with the matter for you. 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 delay.

## **7. IDENTITY AND DISCLOSURE REQUIREMENTS**

We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself or any principal whom you may represent.

If we act for your Lender, we have a duty to fully reveal to your Lender all relevant facts about the purchase and mortgage. This includes:

- any difference between your mortgage application and information we receive during the transaction
- any cash-back payments or discount schemes that a seller is giving you.

We shall not be liable for any loss, damage or delay arising out of the firm's compliance with any statutory or regulatory requirement.

## **8. VALUE ADDED TAX**

Estimates of fees do not include VAT which will be charged on all professional fees and some disbursements, except for some items for non-residents. Our VAT No. is 192669422.

## **9. HOURLY RATES WITH EFFECT FROM 01/03/2021**

Current staff Rates (unless otherwise agreed with you) (plus VAT at the rate of 20.00%)

Partner	£260 to £285 per hour
Senior Associate	£240 to £260 per hour
Associates	£210 to £240 per hour
Consultants	£230 to £270 per hour
Trainees	£175 per hour
Senior Paralegal/Execs	£220 to £240 per hour
Paralegals	£150 to £200 per hour
Support Staff	£100 to £150 per hour

NB: In Litigation matters we reserve the right to charge a higher fee if successful.

## **10. KEEPING THE FEES UNDER CONTROL**

If you have not used a solicitor before it may be useful to know that you can help to limit the time we spend on your case and, therefore, the charges by:

- Bringing to our attention any relevant papers, letters, emails, documents etc.
- Telling us if you have any important time limits or dates of which we should be aware e.g. holidays.
- Dealing promptly with our queries, telephone messages emails and letters.
- Making an appointment if you want to see someone. If you call in to see somebody urgently without an appointment we shall ensure that you are seen as soon as practically possible, but you may not be able to see the person whom you would like.
- Arriving promptly for appointments and letting us know in advance if you are unable to keep an appointment.
- Telephoning us with urgent queries or information. If your solicitor is unavailable please talk to his/her secretary who will be able to help or to ensure that your call is dealt with as soon as possible.

## **11. TAX ADVICE**

Any work that we do for you may have tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of a transaction that you instruct us to carry out or the likelihood of them arising. If you have any concerns in this respect please raise them with us immediately. If we can undertake the research necessary to resolve the issue, we shall do so and advise you accordingly. If we cannot we may be able to identify a source of assistance for you.

## **12. INSURANCE & FINANCIAL SERVICES**

This firm is not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct 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 Regulatory Authority. The register can be accessed via the Financial Conduct Authority Web site at: <https://register.fca.org.uk/>. In assisting with any arrangements for your insurance, we should not be taken to be recommending any particular policy. We do not analyse the market for insurance and are not, therefore, in a position to recommend any specific policy. We can offer a limited range of investment services to clients because we are members of the Law Society. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.

The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Complaints Service is the independent complaints-handling arm of the Law Society. If you are unhappy with any insurance advice that you receive from us, you should raise your concerns with either of those bodies.

**13. PAYMENT OF ACCOUNTS**

Payment of our accounts is due on receipt. We reserve the right to charge you interest at the applicable rate both before and after judgment, calculated daily on any overdue accounts.

When we are holding money due to you, e.g. on completion of the sale of a property or when we have recovered monies/damages from a third party on your behalf, fees and disbursements due to us will be deducted and the balance paid to you. In the event of payment not being made within these terms, we reserve the right to suspend work on any matter being dealt with for you and ultimately, to decline to represent you further. In those circumstances, final accounts will be rendered for work on all matters calculated to that date. In property transactions, we reserve the right to decline to complete the matter until we have received payment of our fees and expenses and sums due to other persons payable in the course of the transaction. We shall account to you for any expense that we have to incur in the collection of any amount due from you; this will include any charge made by our bank for any cheques issued by you which are dishonoured and the cost of employing enquiry agents to locate you should you change your address without advising us.

**14. PAYMENTS ON ACCOUNT**

We usually ask clients to deposit an advance payment on account of fees and disbursements. We reserve the right to make the receipt of such payment a condition of our accepting instructions. Our policy is to only accept cash up to £500.00. If you deposit cash directly with our bank, we may decide to charge you for any additional checks that we decide are necessary to prove the source of funds. We do accept payment by Debit or Credit Card, over the phone or in person.

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.

**15. INTERIM ACCOUNTS**

If work is completed within a short period of time, it will be invoiced in full on completion. Otherwise, interim accounts will be raised at regular intervals as work progresses - generally at three-monthly intervals. They will not necessarily cover all work done but this will be made clear to you. When sending an interim account any payment made on account will be shown and we may ask for further funds on account so that we can continue to work on the matter.

**16. CLEARANCE OF FUNDS**

Our accounts are operated strictly under Law Society rules that govern payments against un-cleared funds. Where we need to make substantial payments to third parties on your behalf, e.g. property purchases and settlement of large claims, any cheques deposited with us by you or on your behalf must be received at least four working days before payment is due to permit proper clearance of funds. It will usually be cheaper and more convenient for you to arrange for funds to be sent to us by Bank or electronic transfer. Where a client obtains a mortgage or loan in a property transaction from a Lender, we shall request that the loan cheque is received by us at least four days before completion or that the funds are sent to us by telegraphic transfer on the day before completion; this ensures that the necessary funds are available in time for completion. Such clients need to be aware that the Lender may charge interest from the date of the issue of the cheque or the transfer of the payment.

**17. ABORTIVE OR TERMINATED WORK**

If work which we have undertaken for you does not proceed to a conclusion, we shall charge only for work done up to the point where the matter proves abortive and for any disbursements paid on your behalf. Should the abortive work be on a matter for which we have agreed to work for a fixed fee, e.g. a Conveyance, we shall charge you on a time basis for the work done up to the point that the work ceases; this may be a small proportion of the agreed fee up to almost the full amount, depending upon the stage reached when the work ceased. When you terminate your instructions to us before a matter is concluded, again we charge only for work done up to the point of termination. If required your files and other papers will be released once payment of our account and any other outstanding account has been made.

**18. PAYMENT IN LIEU OF INTEREST & BANKING**

The Solicitors Regulation Authority Accounts Rules govern how we pay a sum in lieu of interest on money which we are holding for you. We shall account to you for any such interest earned in excess of £50.00. We aim to account to you at a fair and reasonable rate of interest but you are unlikely to receive as much interest as might have been obtained had you held and invested the money yourself. We will align our interest rates on the general client account to the Barclays Client's Premium Account interest rate. We make no separate administrative charge for this service; we shall maintain records in respect of any interest earned as required by HMRC and our professional rules. Please note particularly that unless otherwise advised, sums in lieu of interest will be paid or credited to you without deduction of tax, and that you will be responsible for declaring this to HMRC and paying any tax due. NB: Please note that we are not liable to repay money lost through a banking failure. See 'BANKING COLLAPSE' on our website.

**19. STORAGE OF PAPERS AND DOCUMENTS**

After completing the work we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. In addition we shall keep your file of papers for you in storage for not less than one year. After that storage is on the clear understanding that we have the right to destroy it after such period as we consider reasonable or to make a charge for storage if we ask you to collect your papers and you fail to do so. Storage may include third party scanning of your documents onto our computer database. We shall not destroy any documents such as Wills, Deeds, and other Securities, which you ask us to hold in safe custody. No charge will be made to you for such storage unless prior notice in writing is given to you for a charge to be made from a future date which may be specified in that notice. If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we shall not normally charge for such retrieval. However we will generally make a charge of a minimum of £25.00 plus VAT for producing stored papers, copies of stored Papers or documents to you or another at your request. We may also charge for reading, correspondence or other work necessary to comply with your instructions.

**20. CRITICAL DATES AND PERSONAL DETAILS**

Where we receive your personal instructions, we can operate a reminder system so that important dates such as rent review, lease renewals etc. are drawn to your attention in advance. Please notify us promptly of any change of address so as to enable us to stay in touch with you. Some information that you give us is recorded on our computer to assist us in running our business efficiently. We are registered under the provisions of the Data Protection Act.

**21. TERMINATION OF INSTRUCTIONS**

You may terminate your instructions to us at any time but we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing. If we decide to stop acting for you, for example if you do not pay an interim account or comply with a request for a payment on account, we shall tell you the reason and give you notice in writing. Under the Consumer Protection (Distance Selling) Regulations 2000, for some non-business instructions, you may have the right to withdraw, without charge, within 14 working days of the date on which you asked us to act for you. However, if we start work with your consent within that period, you lose that right to withdraw. Your acceptance of these Terms of Business will amount to such consent. If you seek to withdraw instructions, you should give notice by telephone, email, fax or letter to the person sending you these Terms of Business. The Regulations require us to inform you if the work involved is likely to take more than 30 days.

**22. LIMITED COMPANIES**

When accepting instructions to act for a private limited company, we may require a director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. If such a request is refused, we shall be entitled to stop acting and to require immediate payment of our charges on an hourly basis together with all expenses incurred by us on your behalf. Unless other arrangements are specifically made, prior to the return of these Terms of Business duly signed, directors and company secretaries of private limited companies shall accept personal, joint and several responsibility for the payment of all accounts rendered to their company.

**23. STANDARD OF SERVICE**

We pride ourselves on the standard of service we provide and shall be pleased to hear from you should you have any comment to make. Do please tell us if you are not happy with any aspect of the service you receive by contacting the person handling your work, or the partner responsible. Should you not receive a response to your satisfaction then you should contact William Stisted at our Chichester Office who has particular responsibility for solving such problems. Unless otherwise agreed, and subject to the application of the current hourly rates, these Terms of Business shall apply to any future instructions given by you to this firm.

**24. QUALITY MANAGEMENT**

For the purposes of Quality Management, your file may be subject to audit by a third party.

**25. PROFESSIONAL INDEMNITY INSURANCE**

The Firm carries Professional Indemnity Insurance with a limit of up to £6,000,000 for any one claim, details of which are available upon request.

**26. FRAUD & PRIVILEGED INFORMATION**  
You should be aware that information that becomes known to us from any source concerning the possibility of a criminal act or proceeds from such an act involving our clients or related third parties, cannot be regarded as "Privileged Information". By law, solicitors must notify the authorities of any such information or face charges themselves under the regulations. If we make a disclosure in relation to your matter, we may not be able to tell you. We may have to stop working on your matter for a period of time and may not be able to tell you why.

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Although your continuing instructions in this matter will amount to an acceptance of these Terms of Business it may not be possible for us to start work on your behalf until one copy of them has been returned to us to keep on our file and we hope that by reading the above you will understand how we operate, will be satisfied with all aspects of our service and will come to look upon us as your legal advisers for all types of work. Please, therefore, sign and return to us a copy of this document to signify that you have read, understand, and accept these Terms of Business.

*Signed on behalf of Anderson Rowntree LLP*

.....Date.....

**Please Sign and Return**

Signature(s).....Date.....

Signature(s).....Date.....

**NB: If signed on behalf of a Limited Company, please note condition 22.**