QualitySolicitors
Large & Gibson

Terms and Conditions of Business

PLEASE READ CAREFULLY - THIS DOCUMENT SETS OUT THE TERMS AND CONDITIONS ON WHICH WE WILL ACT FOR YOU. YOUR ATTENTION IS DRAWN TO CLAUSES 7, 15, 20 AND 21 AS THESE CONTAIN PROVISIONS RELATING TO LIMITATIONS ON LIABILITY AND TO YOUR RIGHTS OF CANCELLATION

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1. About Us

QualitySolicitors Large & Gibson is a firm of Solicitors established in 1899. We are proud of the good reputation we have built up over many years. Our contact details are as follows:

QualitySolicitors Large & Gibson,
49 Kent Road, Portsmouth, Hants, PO5 3EJ.

Tel 023 9229 6296 : Fax 023 9282 6134 DX 2248 - PORTSMOUTH

Email: reception@largeandgibson.co.uk

Website: www.qualitysolicitors.com/largeandgibson

VAT. registration number 108576165

Office hours Monday to Friday, 9am-5.15pm and the first Saturday in every month 10am-1.30pm. Out of hours appointments, home and hospital visits by prior arrangement.

We are a Partnership authorised and regulated by the Solicitors Regulatory Authority (SRA) No.00053634 and we are subject to the Solicitors Code of Conduct. Should you wish to access those rules please visit the SRA website www.sra.org.uk/solicitors/handbook/code

Since 2012 we have been part of the QualitySolicitors national network of independent law firms. Only firms receiving consistently excellent client feedback become QualitySolicitors. For more information visit www.qualitysolicitors.com. QualitySolicitors is a trading name of Quality Solicitors Organisation Ltd, Grant Hall, Parsons Green, St.Ives, Cambridgeshire, PE27 4AA. Telephone 01480 308725.

Compliance Officers:

COFA (Finance and Administration) Richard Wootton (richard.wootton@largeandgibson.co.uk)

COLP (Legal Practice) Peter Dymock (peter.dymock@largeandgibson.co.uk)

2. Our Service

Our aim is to provide an efficient, professional and friendly service to our clients on a wide range of legal matters. We hope you will find we achieve this aim. Do bear in mind:-

(a) You can help us progress your matter by giving us prompt and clear instructions when asked for them.

(b) Sometimes the progress of your matter may be determined by factors beyond our control e.g. delays in communications with third parties or by the conduct of your opponent or by Court procedures which have to be followed.

(c) You must meet your financial obligations to us in respect of interim billing and payments on account of disbursements (for details of which see below).

(d) We are bound by professional rules of ethical conduct which may affect whether we can accept your instructions to act in a particular matter or whether we can continue to act e.g. where there is a potential conflict of interest.

(e) You will receive separately our **letter of engagement** setting out additional information dealing with the specific matter on which you are instructing us. In the event that any provision contained within your letter of engagement conflicts with these terms and conditions of business then the provisions within the letter of engagement shall prevail.

(f) We will accept instructions from you for advice and representation on the law of England and Wales only and not on any foreign or religious law. On your behalf we may instruct, with your agreement experts to advise and represent you on foreign and religious law issues.

(g) In the course of carrying out instructions on a matter it may be necessary to take expert advice from a third party. We will inform you if we propose instructing a third party on your behalf.

(h) We will accept instructions regardless of race, age, disability or sexual orientation. We are a signatory to the **Law Society Diversity and Inclusion Charter**. This is a public commitment by us to promote the values of diversity, equality and inclusion throughout our business.

(i) For those clients not able to use stairs visiting our office, a ground floor meeting room is available on request.

(j) As part of the **QualitySolicitors** national brand we support the brand key promises (our **pledges**) to you:

(i) **Direct lawyer contact** - This means that all of our professional staff are accessible by direct dial phone numbers and by email. On your initial contact with us you will be referred to one of our dedicated **First Contact Team** who will take preliminary details about you and about your matter.

(ii) **No hidden costs** - This means that we are always up front and transparent regarding our costs and the fees we have to pay on your behalf. Costs for some types of work of necessity, be an estimate and wherever possible an estimate will be confirmed in writing and updated as your case progresses. In some cases we will agree with you in advance a fixed fee for a particular piece of work/stage of work.

(iii) **Free First Advice (FFA)** - Normally when you first contact us, one of our staff will take your details and sufficient information about your matter for us to make a preliminary assessment. If your enquiry is about FFA it will be passed to one of our legal team. Please note the following:

- FFA is usually a telephone call for 15 minutes maximum
- FFA is not an instant access/emergency service
- FFA advice is of a very limited nature to identify the potential issues and costs
- FFA is a concessionary service offered strictly at our discretion. Not all enquiries are suitable for FFA because of their complexity or urgency. Our legal team may decline to give FFA. Alternatively you may be able to obtain free legal information or guidance on CLS Direct Legal Service www.clsdirect.org.uk

(iv) **Same-day response** - This means one of our team will acknowledge your enquiry usually on the same day wherever possible. If your case has already been assigned to a case worker and the case worker is not available, a message will be forwarded to be dealt with on his/her return. In some cases your enquiry will be assigned to a different case worker for attention. If for whatever reason we are not able to assist you in the required timescale you will be notified accordingly.

3. Responsibility for the Work

(a) At the outset of the matter we will identify to you the person responsible for the day to day conduct of your matter ("the case worker") and his/her status.

(b) The case worker may change although we will endeavour to avoid this if possible.

(c) The case worker may from time to time arrange for other persons in the firm to assist in your matter, in which case you will be advised before hand wherever practical.

(d) In addition, if the case worker is not a partner then a partner will be appointed to have overall responsibility for your matter, the name of this partner will be identified to you at the outset ("the supervising partner").

(e) We may in some circumstances brief a barrister to represent you in Court in which case the choice of barrister will be made in consultation with yourself beforehand if possible.

4. Complaints

(a) We are passionate about providing a high quality of service to our clients. We welcome feedback from you (whether good or bad) on the services we provide because we constantly strive for improvement.

(b) In the event of you having any cause to complain about the manner in which your matter is being handled, then you should first make the complaint known to the case worker dealing with your matter and if he/she cannot satisfactorily deal with it, you should request the case worker to refer your matter to the supervising partner.

(c) If the case worker and supervising partner are the same person then you should request that the matter should be referred to the partner with overall responsibility for complaints, the Senior Partner, Mr Richard Wootton. If your complaint relates to Mr Richard Wootton then you should direct your complaint to Mr Peter Dymock.

(d) Although as a firm we receive few complaints, when we do we always take them seriously, indeed under our professional rules we are obliged to handle complaints in a formal manner. Our aim is to eliminate complaints and we always look for ways to improve our service. Your suggestions are always welcome.

(e) If we are unable to settle your complaint internally, you have the right to complain to the Legal Ombudsman. This is an independent complaints body, established under the Legal Services Act 2007, that deals with legal services complaints.

You have six months from the date of our final letter in which to complain to the Legal Ombudsman.
Legal Ombudsman
PO Box 6806
Wolverhampton WV1 9WJ

Telephone: 0300 555 0333

Email address: enquiries@legalombudsman.org.uk

Website: www.legalombudsman.org.uk

(f) Alternative complaints bodies (such as ProMediate visit www.promediate.co.uk) exist which are competent to deal with complaints about legal services should both you and our firm wish to use such a scheme.

We agree to use ProMediate to deal with complaints that cannot be settled internally.

(g) If you are a customer of QualitySolicitors Large & Gibson and we have contracted with you online, you may be entitled to use the EU Online Dispute Resolution (ODR) Platform to assist in resolving any dispute with us. This service can be found at http://ec.europa.eu/odr our email address is reception@largeandgibson.co.uk

(h) You are entitled to complain about the bill you received from us. There may also be a right to object to the bill by making a complaint to the Legal Ombudsman (see details above) and/or by applying for an assessment of the bill under Part III of the Solicitors Act 1974.

(i) The Legal Ombudsman will not deal with a complaint about a bill if you have applied to the Court for assessment.

(j) Your feedback at the end of your case is always important to us. We may send you a feedback form in which case we are most appreciative of your taking the time and trouble to complete it and return it to us. Alternatively you are most welcome to write to us or ring us. If you are not fully satisfied with our service then we need to know where and how to make improvements.

5. Fees

(a) We will charge for the work done on our usual terms. Our charges will be calculated according to the seniority of the person dealing with the matter and by reference to the time spent in dealing with the matter, letters written, number of telephone calls etc. Enclosed with this document is an appendix setting out this firm's charges. No concessions shall apply unless expressly agreed between us in writing at the outset of your matter.

(b) In certain cases we will agree with you in advance a fixed fee for a particular piece of work/stage of work. For details of a fixed fee arrangement see clause.

(c) You will whenever possible, be provided with a written estimate of our likely fees for acting for you in this matter, but you should appreciate that this is necessarily only an approximate depending on the amount of work done, time spent, letters written etc. Factors beyond our control may sometimes have a bearing on the progress and amount of work involved e.g. the conduct of your opponent, or by Court procedures which have to be followed. An estimate is therefore subject to a revision as the case progresses.

(d) Hourly rates are reviewed annually and if they change during the course of your matter, you will be informed before the rates are increased.

(e) VAT and expenses (e.g. photocopying charges, travel costs and other fees paid on your behalf) are payable in addition to these charges.

(f) Legal aid may be available to you for your matter. If so, then your case worker will advise you about applying for legal aid; if you are unsure of your position then you should consult with your case worker. We shall not be able to accept your instructions if we do not hold a contract with the Legal Aid Agency ("LAA") in the particular category of work for which you require legal aid.

(g) To help you find a solicitor undertaking legal aid work in the category of work you require you may log on to www.lawsociety.org.uk/for-the-public/paying-for-legal-services/legal-aid

(h) You should consider carefully before instructing us whether your costs might be covered by legal expenses insurance or if you are a member of a trade union or motoring organisation. Legal expenses can be found in various places e.g. linked to your household all risks policy or credit card.

6. Fixed Fees

(a) For certain types of cases we may offer you a fixed fee agreed in advance for a particular piece of work/stage of work. For this purpose we shall normally first require sufficient information from you to establish how much work is likely to be required.

(b) As part of the QualitySolicitors brand, we currently offer by special concession a first diagnostic meeting referred to as "**Ask the Legal Expert**" Scheme ("ALE") for 45 minutes maximum to discuss your case for a fixed fee of £99 inclusive of VAT payable on the day.
We publish separate terms and conditions specific to the ALE Scheme - written terms and conditions available on request or visit www.qualitysolicitors.com/ALE to find out more.

(c) Not every case is eligible for an ALE meeting because of the complexity of the issues and/or substantial documents to consider. We will inform you of this when you book your first meeting with us. An ALE meeting will be offered at our discretion.

(d) Where we offer you a fixed fee it is only in respect of the services we provide. VAT and expenses (e.g. photocopying charges, travel costs and other fees paid on your behalf) are payable in addition to these charges.

(e) In fixed fee cases before accepting your instructions to act we will explain to you:-

(i) Exactly what is included and what is not;

(ii) What assumptions have been made in agreeing the price;

(iii) What you are liable to pay in addition by way of VAT and expenses and payments to third parties such as Court fees, barristers fees, experts fees etc.

(f) Once a fixed fee is agreed between us, it is payable irrespective of how much work is actually involved.

(g) The provision as to payments on account (see clause 7) will still apply.

7. Limited Retainer ("Unbundled Services")

(a) As a general rule, where you instruct us to act for you, our retainer shall last until the case or transaction is concluded. This is known as a "full retainer". In some circumstances you may wish to instruct us for only a particular aspect or aspects of the case. This is known as a "limited retainer" (sometimes referred to as "unbundled services").

(b) Not all cases are appropriate for a limited retainer. It might seem at first glance to a client that this is a more affordable alternative to a full retainer. However, there can be significant professional issues regarding the extent of our duty of care and also regarding the limit of our liability for unbundled advice.

(c) A limited retainer by its very nature can be a risk both to you and to us because we are being asked to advise without knowing the full background of the case and the full context in which the advice is given. We reserve the right at our discretion to refuse a limited retainer.

(d) Where we offer you a limited retainer, we shall contact you in writing detailing the limits of the work we are doing and we shall exclude everything else that we would be expected to do under a full retainer. By you instructing us you shall be deemed to accept that this is a limited retainer rather than a full retainer.

8. Payments on Account

(a) It is our normal practice to ask for a payment on account of our anticipated costs and expenses at the beginning of the case, and at intervals thereafter, and you will be advised of the amount of the first payment required at the beginning of your case.

(b) In addition we will at regular intervals during the course of the matter render to you bills of costs for work carried out. We refer to these as "interim bills".

(c) An interim bill may not reflect exactly the amount of work done to date on your case and if so you can ask us to substitute an itemised account if you prefer. Either way, interim fees billed and paid will be deducted from your final itemised bill at the end of the case. It is important that you understand that your total charges and expenses may be greater than the payments on account you make.

(d) It is a condition of us continuing to act for you in this, and any other matter that you should promptly settle required payments on www account and bill of costs.

(e) In the event of any bill (including interim bills) or any requested payment on account not having been paid when due, we reserve the right at our discretion to suspend work and/or to decline to act any further in relation to any or all of your matters.

f) In property or business transactions we will normally send you our bill following exchange of contracts. If you are purchasing we will require payment of our bill prior to completion, and in a sale transaction, payment will be made at completion.

9. Paying Your Bill

(a) Payment of all accounts is due on delivery. Accounts which are outstanding (whether all or in part) for more than one month will incur an **interest at 8%** per annum until payment.

(b) We accept payment of our bill by any one of the following methods:-

(i) Cash;

(ii) Personal cheque;

(iii) Bankers draft or building society cheque;

(iv) By bank transfer/online banking/Fast Pay (in which case on request we will provide you with our bank details for this purpose);

(v) Debit card;

(vi) Credit Card - we accept the following credit cards - Mastercard, Visa, Maestro, Solo (surcharge applies) - see below.

(c) For payment by Credit Card only a surcharge of **3.5% (inclusive of VAT)** per transaction is applicable and will be shown separately on your bill if you select this payment option. The surcharge is based on the gross sum to be paid per transaction.

(d) We only accept payment by Credit Card or Debit Card for costs and disbursements.

(e) For payment by cash as a general policy we only accept payment in cash over £1000 by prior agreement.

10. Instructions on Behalf of a Limited Company, LL.P or other Organisation

We will accept your instructions to act on behalf of a Limited Company, LL.P or other organisation however in consideration of us accepting your instructions so to act:-

(a) You (or each one of you if more than one) thereby personally warrant:-

(i) That you are an officer or a representative of the Company, LL.P or other organisation duly authorised by the Board of Directors, members of the LL.P or appropriate officers of the Organisation to give us instructions to act;

(ii) That the Company, LL.P or organisation is solvent and able to pay its debts (including the fees due to this firm) as and when they fall due;

(iii) You will inform us immediately should either of the foregoing change.

(b) In default of payment by the Company, LL.P or organisation within one month of any invoice rendered by us, you personally (jointly and severally) guarantee and accept liability as principal debtor to pay us forthwith any unpaid costs and expenses and interest thereon together with any additional legal costs incurred by us trying to recover the same from the Company, LL.P or organisation.

11. Orders for Costs

It may be that in the event of your matter being concluded successfully, you are entitled to payment of your costs by some other party but if this is applicable you should note the following:-

(a) The above provision as to payments on account will still apply (although you may receive a refund).

(b) The other party may not be ordered to pay the full amount of your costs and/or may not be capable of paying what they have been ordered to pay in which case you are still liable for the whole of your costs not recovered and paid.

12. Client Money

(a) Financial Services Compensation Scheme ("FSCS")

The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors including most individuals and small businesses are covered by the scheme. Client deposits received by us are held in our client account with **Lloyds Bank plc**. An eligible depositor is entitled to claim up to £85,000. This reduces to £75,000 as of 1st January 2016. For joint accounts each account holder is treated as having a claim in respect of their share. The limit relates to the combined amount in all the eligible depositor's accounts with a particular bank and not to each separate account. This may have a bearing if a claim is made under the scheme and you already have deposits with Lloyds Bank plc.

(b) Interest on client account

The firm's policy is to account to clients for interest earned whilst their money is in our client account provided the amount of interest exceeds £20. SRA Accounts Rules state that clients' money must be held in an account enabling instant access. However, if we are aware that a significant amount of money will be held in a client account for a fairly significant length of time, consideration (at our absolute discretion) would be given to opening a designated deposit account.

(c) Deductions from monies held or received by us on your behalf

(i) By giving us instructions to act in your matter, you also give us your authority to deduct and withhold from any monies (as a first charge on such monies) received by us on your behalf e.g. damages due to you;

(ii) Monies due to us in respect of an outstanding bill which has been delivered;

(iii) Any unbilled disbursements (particulars of which will be notified to you);

(iv) You may be asked during your matter to sign an authority for payment of your damages to this firm (which monies will be held to your order on our Client Account;

(v) We will account to you for interest accrued on monies held on your behalf on our Client Account (see b).

13. Money Laundering Regulations

The Proceeds of Crime Act 2002 ("POCA") contains the principal money laundering regulations in the UK. We are obliged to recognise our strict obligations imposed by law in the way we conduct our business and the way we conduct your particular matter.

(a) Client identification

(i) We are obliged by law to establish the identity of the client with whom we are dealing and the nature of his/her business. Save in exceptional cases we will apply the same identification and enquiry procedures to every client of the firm.

(ii) You as the client must complete a Personal Details Questionnaire and submit this at the outset of your matter. If you do not do so we may be obliged to refuse to act for you. We may also be required to request more information from you from time to time as the matter progresses to satisfy the Money Laundering Regulations in which case you will be expected to provide it.

(iii) Directors and Officers of any company and parties in any firm instructing us will also be asked to produce evidence of identity.

(iv) We have to do this because in the event that a client is using us to commit a Money Laundering offence we may also be prosecuted for assisting in that transaction. The obligations upon us are onerous. Under the current provisions if we know or ought to have known that a Money Laundering transaction is taking place then we can also be guilty of an offence.

(v) These Regulations affect our normal duty of client confidentiality but Parliament has decided that the laundering of money from the proceeds of crime is sufficiently important to override client confidentiality.

(vi) We are obliged to report to the National Crime Agency any matter which might be suspicious and we may not be able to inform you that a report has been made (or the reasons for it) because the law prohibits it.

(vii) We will be unable to act and receive or pay out any monies without proper identification. As a general rule we will not accept or make payments to third parties without verifying the source of and the destination of those funds in accordance with the regulations.

(b) Receipt of monies from you or for your benefit

(i) Unless you have an agreement with us regarding the receipt of funds into our bank account we will not be able to receive any funds arriving i.e. by BACS or CHAPS Telegraphic Transfer and we will return them. If funds arrive in circumstances we regard as suspicious have to make a report to the National Crime Agency and wait for consent from the National Crime Agency to return monies to you. It is therefore important that you seek our prior approval before sending any monies to our bank account. For more information about the role of the National Crime Agency visit www.nationalcrimeagency.gov.uk

(ii) We are reluctant to accept funds in cash of any amount for various reasons including money laundering and also because of security and insurance reasons. As a general policy we will only accept payment in cash **over £1,000** by prior agreement and if we are satisfied that there is a legitimate reason for payment in this way.

(c) Counter-Fraud measures and safeguarding bank details

(i) We do not accept bank details from you by email. Such details must be provided by you in writing in the relevant section of our Personal Details Questionnaire or letter signed by all account holders.

(ii) We may require you to provide further information to verify the bank details you give us and/or the identity of the account holder(s).

(iii) You must not accept any communication purporting to come from us notifying you of a change in our bank details without first checking with us.

14. Financial Services

(a) If during this transaction you need advice on investments we may have to refer you to someone who is authorised by the Financial Conduct Authority (FCA) ("FCA") as we are not. However, as we are regulated by the Solicitors Regulation Authority ("SRA") we may be able to provide certain limited investment services where they are closely linked to the legal work we are doing for you.

(b) QualitySolicitors Large & Gibson is not authorised by the FCA. However, we are included on the Financial Services Register maintained by the FCA so that we can carry on insurance mediation activity, which is broadly advising on selling and administration of insurance contracts. This register can be accessed by the FCA's website www.fca.gov.uk.register. Our reference number is LS53634. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the SRA. For details of our complaints procedure see clause 4.

15. Tax Advice

(a) Any work that we do for you may involve 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.

(b) If you have any need for tax advice please raise this with us immediately. As a general rule we do not give tax advice. Unless we specifically agree in our letter of engagement to undertake tax advice or to advise on the tax implications, then this work is not included in our services or our duty of care to you.

16. Conditional Fees (so called "No Win, No Fee")

(a) The firm may be able to act for you under a Conditional Fee Agreement (CFA). The facility of CFA's is available in all civil cases, except matrimonial. Whether it is possible for us to act for you under a CFA depends on assessment of the merits of your case. The prospects of success must be more than **50%**.

(b) We may not be able to offer you a CFA from the outset whilst we investigate your matter (in which case you will still be liable for your legal costs and expenses on our usual terms).

(c) You will also be responsible for meeting the disbursements on your case **as they are incurred**.

(d) If we agree to act for you under a CFA you will need to sign the appropriate form. If you lose, although you will not have to pay your own legal costs you will be responsible for your opponent's legal costs and expenses. Insurance (known as 'After the Event' or ATE insurance) may be available alongside a CFA to cover all or part of the liability for your opponents costs if you lose your case. There are a number of insurers in this market. We are familiar with a range of products and can discuss which best suits your case. We do not recommend any particular product and we do not receive a commission.

(e) A successful party cannot recover the insurance premium from the losing party so this is liable to be deducted from your damages.

17. Success Fee (only applicable to CFA's - see above)

(a) At the end of your case, if you are successful under a CFA we are entitled to charge you a "**success fee**". This will be agreed with you at the outset and is a percentage uplift of our normal charges depending on our assessment of the risk element on the evidence then available. In a successful case we should be able to recover our success fee premium from your opponents or their insurers

(b) The maximum success fee under a CFA is:-

  (i) In personal injury cases subject to a 25% cap on damages other than those for future care and loss;

  (ii) In any other cases 100% of base costs.

18. Confidentiality and Authority to Communicate with Third Parties

(a) The duty of confidentiality is fundamental to our relationship and the circumstances which override this are rare.

(b) However, by giving us instructions to act in your particular matter you give us consent:-

  (i) To store information about you and your case both in a paper file or computerised data retrieval system subject to the provisions of the Data Protection legislation and subject to professional rules;

(ii) To communicate with third parties in the legitimate progression of your case but without us disclosing confidential information (unless you have expressly waived your right to confidentiality);

(iii) Where necessary to conduct negotiations with third parties on your behalf but where we need your instructions to settle we would normally seek your express instructions (and wherever possible to be confirmed by you in writing);

(iv) To permit inspection of your file by auditors (for the preparation of our annual accounts) or if required by our Regulatory Body or by auditors from the Legal Aid Agency (LAA) as part of their quality checks. The LAA has a statutory right to inspect legal aid files and all LAA staff are obliged by law to maintain confidentiality;

(v) To permit inspections of your file by assessors for the purposes of Lexcel accreditation. The firm is seeking to obtain Lexcel accreditation. Once obtained there will be an annual Lexcel assessment carried out during which an external assessor (who is obliged to maintain confidentiality) will audit a sample of case files;

(vi) To share information about you and your case with QualitySolicitors for the purposes of assessing the quality of our service and for marketing purposes. QualitySolicitors may wish to contact you to assess the quality of the service we have provided. QualitySolicitors may also contact you in relation to offers and promotions of legal services, newsletters, etc. You can withhold your consent to us sharing information for these purposes if you so wish;

(vii) Where it is necessary, to permit us to outsource to a third party service provider any aspect of our handling of your matter subject to the service provider maintaining confidentiality.

(c) **Conveyancing Quality Scheme ("CQS")** - We are accredited under the Law Society's Conveyancing Quality Scheme. This is designed to improve transparency of transactions, raise service levels, provide better communication and a more efficient process. To achieve this we need your authority to share information with other parties involved in your transaction and any related transaction. By giving us instructions to act in your transaction you consent to us providing information to other parties in accordance with the Law Society Conveyancing Protocol.

(d) **Data Protection Act** - We are required by law to be registered with the Information Commissioner's Office ("ICO") for the processing of personal data. The ICO is the UK's independent authority to uphold information rights including data privacy for individuals. Our registration number is Z9743038. For more information about the ICO visit www.ico.org.uk. If you think an organisation has failed to comply with the legislation the ICO may be able to help. The ICO helpline number is 0303 123 1113.

19. Communication by Email

(a) We aim to communicate with you by such method as you request. You should be aware that email and other modes of electronic and/or internet communication are not necessarily instantaneous or secure forms of communication and information sent in this way can be intercepted, lost, destroyed or be incomplete. We do not normally encrypt or password protect email attachments. Also communications by a mobile phone are not necessarily secure.

(b) If you do not want us to communicate with you by email, fax or mobile phone please let us know.

(c) To safeguard against online fraud we will not accept bank details by email.

20. Claims and Liability

(a) We confirm that we have professional indemnity insurance. Our professional indemnity insurer is International Insurance Company of Hannover Plc, 3, Temple Quay, Temple Back East, BRISTOL, BS1 6DZ. The territorial coverage of our policy is worldwide.

(b) You agree that the maximum liability which QualitySolicitors Large & Gibson may have to you in respect of any claim or liability whatsoever (whether as the basis of contract, negligence or other tort, breach of duty, misrepresentation or otherwise) shall be limited to £2 million pounds (except in respect of any death or personal injury caused by our negligence).

21. Termination

(a) As a general rule we will continue to act for you until our retainer is finished which means until your case or transaction is concluded. This is subject to:

(i) You giving us instructions in a timely fashion to enable us to conduct your case properly and in a professional manner;

(ii) You promptly paying our bills (including interim bills) when due and/or making a payment on account when requested.

(b) Where you do not meet your obligations to us we reserve the right at our discretion to suspend work and to decline to act any further in which case you will be given written notice to that effect. The full amount of the costs for work done up to that date will be charged to you. If necessary proceedings for recovery will normally be implemented in accordance with our credit control procedures. If we are on the court record as acting for you we may apply to come off the record and the costs of such application will be charged to you.

(c) There are certain circumstances where we may have to cease acting for you e.g. where there is a potential conflict of interest in which case you will be advised of this in writing and we will recommend you to seek separate independent legal advice elsewhere.

(d) In the case of a limited retainer (see clause 7) our retainer shall cease when the particular piece of work we have been instructed to do has been completed. We will not undertake any further work on your behalf unless and until we have agreed the terms of a fresh retainer.

22. Cancellation

"Distance Contracts" and Contracts made "Off Premises"

(a) If we have not met you either in person (because for example we have taken your instructions by telephone/mail, email or online, called a "**distance**" contract) or we have taken instructions and a contract has been concluded away from our business premises (because, for example, we have met with you at home, hospital or police station, which is an "**off premises**" contract), you have the right to cancel the contract within **14 calendar days** of entering into the contract without giving any reason.

(b) The cancellation period will expire after 14 calendar days from the date the contract is made.

(c) **To exercise your right to cancel**, you must inform us QualitySolicitors Large & Gibson, 49 Kent Road, Southsea, Hants PO5 3EJ, Tel. 02392 296296, reception@largeandgibson.co.uk, Fax 02392 826134 of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email). You may use the cancellation form attached hereto but it is not obligatory.

(d) Should you require work to be commenced within the 14 calendar day cancellation period, you must provide your agreement to that in writing, by email, post or fax to enable us to do so. By signing and returning the confirmation of retainer form (or in whatever manner you confirm your instructions) you are providing your agreement in writing to enable us to commence work within the calendar day cancellation period.

(e) Where you have provided your consent for work to commence within the 14 calendar day cancellation period and you later exercise your right to cancel, you will be liable for any costs, VAT and expenses incurred up to the point of cancellation. If the service has been provided within the cancellation period, you will lose your right to cancel the contract. Unless you make an express request for us to commence work within the 14 day period (i.e. by signing and returning the copy of these terms and conditions/client care letter/ accepting our online terms and conditions), we will not be able to undertake any work during that period.

23. At the End of your Case

(a) Original documents and other property belonging to you will be returned if requested by you, save for items which are by agreement to be stored by us.

(b) Your case papers will be stored by us and kept for the minimum period required under professional rules, whereupon the papers may be destroyed without reference to you.

(c) Until their destruction, your case papers can be retrieved from storage only by your written authorisation addressed to this firm. We reserve the right to charge a small **retrieval fee** (which will not exceed £30 plus VAT)

(d) We will at your request retain in safe custody any deeds or securities in our strong room. This is a **free service**. Deeds and securities can be retrieved from our custody only by your written authorisation addressed to this firm.

(e) We are entitled subject to professional rules to exercise a lien over your papers, deeds or securities for any unpaid costs and/or disbursements which are due to us.

24. Introducers and Referrals

(a) Some clients are introduced to us from time to time by other organisations. Our advice is entirely independent from the source of the introduction. If we act for the introducer in the same matter and a conflict of interest arises we might be obliged to cease acting.

(b) We do not as a general rule pay referral fees for the work introduced to us but where a referral fee is involved you will be informed of this in our letter of engagement. Referral arrangements are governed by our professional rules.

(c) We are part of the QualitySolicitors national network of independent law firms. This means that we accept new client referrals direct from QualitySolicitors, and from other QualitySolicitors firms to provide legal services. From time to time we also make referrals to other QualitySolicitors firms if for whatever reason we are not able to help.

25. Our Contract with You

(a) By signing these terms and/or continuing to give us instructions on your matter, you are agreeing to accept these terms and to form a contract between you and us. You cannot pass your rights under this contract to anyone else. These terms will also continue to apply any future instructions on this or any other matter.

(b) If "you", as our client, comprises more than one person:-

(i) These terms should be signed by all of you, but if they are only signed by one person, this person does so with the authority to sign on behalf of all of you;

(ii) We are entitled to accept instructions from any one of you and to act upon those instructions as if they had been given by you all. If you do not agree with this, then each of you must write to us individually to confirm that we can only act in accordance with instructions received from you all;

(iii) Each of you are jointly and severally responsible for our costs, disbursements and expenses incurred in acting for each of you on any matter on which you jointly instruct us.

(c) These terms replace any prior terms, representations or other understanding or arrangement which may have been made or reached in relation to this or any other matter.

(d) You are deemed to have accepted these terms by instructing or continuing to instruct us in connection with this or any other matter.

(e) These terms are governed by English law.

(f) If the validity or enforceability of any provision of these terms is in any way limited by any applicable law or regulation, such provision shall be valid and enforceable to the fullest extent permitted by such law or regulation. The invalidity or unenforceability of any provision of these terms shall not affect the validity or enforceability of any other provision.

(g) We may vary these terms from time to time and where we intend to do so, we will give you written notice.

PLEASE DETACH, COMPLETE AND SIGN

THE 'CONFIRMATION OF RETAINER' FORM

AND RETURN IT TO US AS SOON AS POSSIBLE

	CHARGING RATES
Status of Case Executive	**Attendance/Preparation hourly rate** (see note 1)
Grade A Partners & Solicitors with 8 years post qualification experience	220 + VAT
Grade B Solicitors with over 4 years post qualification experience and Fellows of the Institute of Legal Executives over 4 years and at least 4 years experience	195 + VAT
Grade C Other Solicitors, Legal Executives and experienced Para-Legals	185 + VAT
Grade D Trainee Solicitors and Junior Para-Legals of equivalent experience	145 + VAT

Notes:

(1) Hourly rates: The hourly rate varies according to the qualifications and experience of the case executive and to the type of work involved. It will reflect, amongst other things, the urgency or complexity of the matter. Hourly rates take into account our overheads, premises, staffing costs etc. If a particular case justifies a higher (or lower) rate than that published above, you will be advised before the work is undertaken.

(2) Time spent/units of time: We normally calculate our charges (unless we have already a "fixed fee" arrangement with you) according to the amount of time spent on your case i.e. attendance on you or others, letters, telephone calls, preparation of documents, etc. We calculate the time spent based on 6 minute units. Simple letters and telephone calls will be charged to you as one unit. However long letters and telephone calls will be charged according to the time spent.

(3) Travel and waiting: Time spent on travel and waiting may at our discretion be charged at a reduced rate.

(4) The above rates do not include VAT or expenses incurred by us on your behalf in connection with your case or payments to third parties e.g. barristers fees, experts fees.

(5) Your bill: You have a right under the Solicitors Act 1974, to have a Solicitor-Own Client bill assessed by an Officer of the Court to ensure it is reasonable. In so doing, the Court will take account of the terms of the retainer agreed between us at the outset including our published charging rates and any fee estimate we may have given to you during the case. Likewise you may have the right to complain about your bill to the Legal Ombudsman.

(6) The rates we charge you as the client are not necessarily the same as those rates which might be recoverable from your opponent, if your case is successful. The rates recoverable from your opponent are liable to be assessed by the Court and may be less. Orders for costs are in the discretion of the Court. Even if you are awarded costs you are unlikely to make full recovery from your opponent.

(7) The above rates are subject to change and amendment which usually occurs from time to time in which case you will be provided in writing with details of any change when it occurs.

PLEASE DETACH AND RETURN THIS FORM

QualitySolicitors Large & Gibson

Confirmation of Retainer

Please complete and return this form to:

_____

(insert name of case worker)

QualitySolicitors Large & Gibson at Kent House, 49 Kent Road, Portsmouth, Hampshire, PO5 3EJ quoting our reference _____.

- ❑ I/WE CONFIRM I/WE HAVE READ AND UNDERSTOOD AND ACCEPT YOUR TERMS AND CONDITIONS OF BUSINESS
- ❑ I/WE ALSO ACKNOWLEDGE RECEIPT AND ACCEPT THE TERMS OF YOUR ENGAGEMENT LETTER, DATED_____ INCLUDING THE COSTS INFORMATION CONTAINED IN IT [delete if not applicable]

I/We have enclosed the following (please ✓ where applicable)

	Completed Personal Details and I.D. Questionnaire
	Evidence of I.D.
	Payment on account of costs and/or expenses
	Any other enclosures as listed below:

QualitySolicitors Large & Gibson is part of a select group of law firms nationwide. Only firms receiving consistently excellent client feedback become QualitySolicitors.

QualitySolicitors may contact you to assess the quality of the service that we have provided to you. From time to time, QualitySolicitors may also contact you in relation to offers and promotion of legal services, newsletters help or legal guidance and information.

Please indicate whether or not you wish to be contacted or receive such information by ticking the relevant box below (please ✓ where applicable)

	I/We are happy for our details to be passed to QualitySolicitors for the purposes of quality assessment and marketing.
	I/We do not wish our details to be passed to QualitySolicitors for the purposes of quality assessment and marketing.

Signed _____ Signed _____

Signed _____ Signed _____