

Terms of Business

Management of Case

Our Retainer letter will inform you of the fee earner dealing with your matter, together with the name of the Partner who has ultimate responsibility for the conduct of your case. If for any reason you are unable to contact the fee earner please feel free to speak with one of our support staff who shall be pleased to take a message for you.

Service Standards and our Responsibilities

We aim to offer an efficient, high quality and cost effective service having regard to the requirements of your individual needs. This will include:

- Acting in your best interests at all times of the retainer, subject to the law and our professional obligations.
- Communication of updates at pertinent stages of the retainer.
- Explanations and the provision of appropriate advice in relation to the aspects of the legal work we have been instructed to undertake, including relevant changes in the law.
- Communication of costs updates at pertinent stages of the transaction.
- Advise you as to the likely timescale, we expect the various stages of the transaction to take.

Your Responsibilities

In order that we are able to provide the level of service we strive to achieve, you must agree to the following:

- Provide clear, timely and accurate instructions.
- Provide all documentation required from time to time in an expeditious manner.
- Respond to requests for money on account in respect of our invoices, including disbursements, VAT or other relevant payment.

Identification

In order to comply with the law on money laundering, we need to obtain evidence of your identity as soon as practicable. We will need from you your original passport/coloured driving licence, together with a recent utility bill/bank statement or similar to show your current address.

Proof of Funds

In order to comply with the requirements of the Money Laundering Regulations 2017, if during your transaction, you will be providing us with funds in excess of £1,000 we will require from you, prior to exchange of contracts, evidence of the source of funds. Such documentation must show that the funds have been in your possession for at least 3 months and may include bank statements (to include savings accounts and ISA's), solicitor's letter confirming sale/re-mortgage of property or inheritance or letter from an investment company confirming the cashing in of stock, shares etc. If you are unsure as to the evidence, we require please make contact with the office to discuss.

Failure to provide the above will result in your transaction being delayed and therefore we strongly advise that you provide us with your proof of funds immediately.

If you are obtaining funds from a third party (for example, a relative) we will require such documentation from them together with their Identification.

Hours of Business

The usual office hours are from 9:00 am to 5:00 pm Monday to Friday, however work is and can be carried out other than during usual office hours and appointments outside of those hours may be available. Our Washington branch office is also open on a Saturday between the hours of 9:30am – 12:30pm.

Confidentiality

Solicitors are under a professional legal obligation to keep the affairs of their client(s) confidential. This obligation however is subject to a statutory exception: recent legislation on money laundering and terrorist financing has placed Solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency (NCA). Where a Solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the Solicitor may be required to make a money laundering disclosure. If this happens, we may not be able to inform you that a disclosure has been made or the reasons for it because the law prohibits "tipping off".

Fees and how they are calculated

The starting point for calculation of our fees is generally privately paying by you based on hourly rates commensurate with the qualification and experience of the fee earner carrying out the work. However, there are a number of fund methods and you ought to refer to the Retainer Letter, as to whether your case is to be funded Privately, on a Fixed Fee, by way of Conditional or Contingency Fee or Public Funding.

Our fees are calculated mainly by reference to time spent in dealing with your matters and can also take into account the speed in which we are asked to carry out the work and its complexity. Please note additional costs over and above the usual hourly rates may be applicable for work carried outside of normal office hours, or required to be carried out at short notice.

The charges are broken down into units of 6 minutes with routine written communications and telephone calls charged at 1 unit each. These charges do not include VAT, which will be added to the bill at the prevailing rate at the time of the invoice as opposed to at the time of any quote or estimate. If the case is Privately Funded, the range of applicable rates are as follows, but your Retainer Letter will specify which applies:-

Private Charging Rates

- £135 - £350 per hour plus VAT depending on the status of the fee earner and the nature of the work. The charge rates quoted will be reviewed annually on the 1st September, and if your matter has not been concluded before September next, a review will take place and it may well rise. We shall let you know of any new rates applicable as and when this occurs.

We shall provide an estimated time scale for the various aspects of your matter and an estimated total fee for the work you have instructed us to complete in our accompanying Retainer letter. The estimated charges are based on the work which we have been instructed to undertake. If we are instructed to undertake further, additional charges shall apply commensurate with the additional work to be carried out. We shall endeavour to provide an estimate of any additional charges at the appropriate time.

We may deliver interim invoices to you at intervals, for the work carried out during the conduct of the case. Payment is required

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within 14 days of the invoice date, and interest may be charged on bills which are not paid within that time at 4% above Base Rate. If you require, we can set an upper limit on the costs which you may incur, which we shall not exceed without contacting you. You must specifically advise us of this, if this is what you require.

Should this matter not be carried through to completion, then a charge will be made in respect of the work which has been carried out. VAT is payable on that amount and you will also be billed for any disbursements incurred. Such charges will be commensurate with the work that has been carried out.

You will be responsible for our charges, regardless of any Costs Order made by a Court or against an opponent (if any). Please note that if you lose any Court case, you will likely be ordered to pay your opponents costs or a proportion of them, in addition to your own costs. However, please note that if you win a Court case, your opponent may not be ordered to pay any or the full amount of your costs, particularly if the opponent has the benefit of Public Funding. If you withdraw from an ongoing Court case, this may result in a Costs Order against you. Please note that any action to enforce a Court Order of costs or damages in your favour is a separate action which will incur additional legal fees. We will advise you in relation to Court Proceedings on a more specific basis as and when required.

Payments on account of costs and disbursements

It is a requirement of the retainer that you respond in a timely fashion to any request for payments on account of anticipated costs and disbursements. This is the normal practice of the firm and we reserve the right to cease acting for you in the event that requests for payments on account are not met in a timely fashion or an interim or final invoice remains outstanding. A disbursement is an additional expense which is paid to a third party, such as a Court fee, a Barristers fee or Land Registry fees.

Postage, Copying Charges, Storage of certain Documents and telephone calls

We shall during our retainer pay for UK standard/basic postage charges in relation to routine letters to you and third parties in relation to your case, however we reserve the right to charge, as a disbursement, for postage charges for items larger than letters (e.g. packages or parcels) or special/recorded delivery for letters. We shall not pay for postage after we have finished on your case or after our retainer has ended.

Original documents such as Wills and Title Deeds may be deposited with us for safekeeping. We do not usually make a charge for this service. We will not destroy or part with possession of those documents without your express authority. We will not charge for retrieving papers or documents from storage in relation to continuing or new instructions for us to act on your behalf, however, in other circumstances we may make a charge based on time spent producing stored papers or documents to you or to another at your request. We may also charge for reviewing papers in order to comply with your instructions on storage or for other purposes. We may charge you as a disbursement for photocopying, scanning and creating certain other documents such charges shall be between 5p and 50p per page depending on size and colour if carried out internally or at cost price if outsourced. We also reserve the

right to charge for the actual cost of international telephone calls as a disbursement. These charges are in addition to any chargeable time spent in dealing with such matters, see "Fees and how they are calculated" above.

Cloud Storage

You consent to our use of cloud storage for your files and information. As part of our supplier's terms, they are obliged to permit access of such files and information to our regulator. We shall ensure that we take reasonable precautions as to both our supplier and the use of any such cloud storage to ensure that confidentiality of your matters is maintained. Our supplier owns their datacentres which store our data (not third parties), however, our data is owned by us at all times. Our supplier complies with our regulators rules and operates multiple real time mirrored datacentres based in the UK, which means that our data is continually backed up to more than one live data centre 24 hours per day, 7 days per week, 365 days per year providing a very high level of comfort so far as disaster recovery is concerned.

Payment Methods

Payment can be made by one of the following methods:-

- Cash (limited to £500.00)
- Cheque (made payable to John Donkin Solicitors)
- Banker's Draft (payable to John Donkin Solicitors)
- Bank Transfer to:
 - Lloyds Bank plc 102 Grey Street, Newcastle, NE99 1SL
 - Sort Code: 30-93-71
 - Account: 00090528
 - Account Name: John Donkin Solicitors

We also accept payment by VISA debit. **Please note that payment by any other method (or card) is entirely at our discretion.**

Whilst the funds may be removed from your bank account immediately, it may take up to 3/4 days for the funds to arrive in our bank account, depending on the inter-bank relationship as between your bank and ours. Please note that we cannot utilise the funds until they have cleared in our bank account.

Cash

Unless special arrangements have been agreed with us in writing and subject always to our absolute discretion, our Company Money Laundering Policy states that we will not accept cash payments to the value of more than £500.00 in full or partial settlement of our invoices or accept cash payments in excess of £500.00 into our client account.

Set-off

All amounts due under each of our bills is payable in full without any deduction or withholding (other than as required by law). You shall not be entitled to assert any credit, set-off or counterclaim against us in order to justify withholding payment of any bill in whole or in part.

Financial Conduct Authority (FCA)

If during this transaction you need advice on investments, we may have to refer you to someone who is authorised by the FCA, as we are not. However, as we are regulated by the Solicitors Regulatory Authority, we may be able to provide certain limited

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investment services where they are closely linked to the legal work we are doing for you. We are included on a register maintained by the FCA, so that we can carry out insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts.

Review Procedure

If at any time throughout your case you are unhappy about the manner in which it is being conducted, please take advantage of our review procedure. The first step is to fully discuss with the Fee Earner dealing with your case any matter which is troubling you or causing you concern and he or she will deal with it and provide you with a full explanation of the position in a timely fashion. If you remain unhappy, your problem can be referred to the supervising Partner, who will be happy to discuss the matter with you. If it is the case that you wish to see the supervising Partner, please ask the Fee Earner dealing with your case to arrange the appointment for you. We hope you never have to make use of our review procedure but please be aware of its existence as it is intended to be of assistance to you and as an improvement to our service.

Complaints & Time Limits

We are committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received or about the bill, please initially refer the matter to the appropriate fee earner or request a copy of our Complaints Policy. We will investigate your complaint promptly and carefully and do what we reasonably can to resolve the difficulties. If, in the unusual event that we are unable to resolve the matter to your satisfaction, you are able to take the matter up with the Legal Ombudsman, The contact details for the Legal Ombudsman are:-

Address: PO Box 6806, Wolverhampton, WV1 9WJ

Tel No: 0300 555 0333

Website: www.legalombudsman.org.uk

Email: enquiries@legalombudsman.org.uk

The time limit for a client to complain to the Legal Ombudsman is 6 months of receiving a final written response from us about your complaint. From the 1st February 2013 the time limits for the Legal Ombudsman accepting a complaint will be six years from the date of act/omission, or three years from when the complainant should have known about the complaint. However, the Legal Ombudsman will not accept complaints where the act or date of awareness were before 6th October 2010.

Where you believe that an invoice has been issued that is either unfair or incorrect you are entitled to make a complaint. We will always seek to rectify such an issue to your reasonable satisfaction. Where this cannot be achieved you may be entitled to object to the invoice by making a complaint to the Legal Ombudsman and/or by applying to the Court for an assessment of the bill under Part III of the Solicitors Act 1974. However, if all or part of the bill remains unpaid the firm may be entitled to charge interest.

General Data Protection Regulations (GDPR)

We are committed to protecting the privacy of our clients and website visitors. We understand the importance of privacy and security of information which personally identifies you. Our Privacy Policy, which can be found on our website (or a copy provided on request), defines data processing of personal

records in accordance with GDPR. This policy is applicable to all areas processing personal records containing personal data at John Donkin Solicitors Ltd.

Our Data Protection Officer is Lisa Sexton.

Force Majeure

We shall not be liable to you if we are unable to perform our services as a result of any cause beyond our reasonable control. In the event of any such occurrence affecting us we shall notify you as soon as reasonably practicable.

Storage of documents

We will retain your file of papers for a minimum of 6 years either in paper or electronic format. Thereafter the information or papers may be destroyed for confidentiality. We will be entitled to keep all your papers and documents whilst there is still money owed to us for fees and expenses and may exercise a lien over the same until any such outstanding payments are met. If you require a copy/original of your file/documents (or parts) please also see "Postage, Copying Charges, Storage of certain Documents and telephone calls" above in relation to professional charges for work and the charging of disbursements in order to provide this.

Limited Liability

Our liability to you for breach of your instructions shall be limited to £3,000,000.00, unless we expressly state a higher amount in your Retainer letter. We will not be liable for a consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities. We can only limit our liabilities to the extent the law allows, and in particular, we cannot limit our liability for death or personal injury caused by our negligence. We have Professional Indemnity Insurance, the details of which are available at our registered office.

No claim against individual employees/partners

You agree that you will not bring any claim against any individual employee, consultant, partner or director in respect of any losses which you suffer or incur, which arise out of or in connection with our retainer, engagement or the services that we provide. This clause does not limit our liability for acts or omissions of our employees, consultants, partners or directors.

The provisions of the above paragraph are intended for the benefit of our employees, consultants, partners and directors but the terms of our engagement may be varied without the consent of all or any of those persons.

Auditing of Files

Some external organisations from time to time shall audit our practice and client files. Such organisations are required to maintain client confidentiality. You consent to their audit unless you specifically agree with us in writing to the contrary.

Non-business clients (Consumers)

If you are an individual(s) and instruct us on a basis mainly or entirely outside of your business trade or profession, you are a "consumer". Our retainers can usually be cancelled at any time (NB any retainer should be considered prior to termination as there may be consequences of termination). Consumers have additional cancellation rights. In particular "distance" or "off-premises" contracts (retainers not agreed at our offices) have a cancellation period of 14 days. However, if you confirm your

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instructions to start work immediately or prior to the end of a cancellation period, your rights to cancel our retainer remain, however you will have to pay for work done and disbursements incurred up to the date and time that you cancel our retainer. If we have completed the work by the time you cancel, you will be liable for the full sums due.

Termination of Retainer

You may end your instructions to us in writing at any time, but as detailed above we can keep all of your papers and documents whilst there are still monies owed to us for fees, VAT or disbursements. We may decide to stop acting for you only with good reason such as (but not limited to) if you have not provided us with accurate instructions, failed to respond to a payment request on account or payment in respect of an outstanding bill, or in the event that there is a conflict of interest. We must give you reasonable notice that we will stop acting for you. If we decide that we should stop acting for you, you must pay our charges up until that point.

Payment of Interest

Any money received from you on your behalf will be held in our client account. You will not be entitled to receive interest on the sum unless the interest exceeds the sum of £20.00. The raise of interest will not be a commercial rate of interest and will be a lower rate than our banks prevailing rate from time to time but such rate that it will be reasonable having regard to our banks applicable rate.

Diversity and Equality

Our firm is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees, and adopts an Equality and Diversity Policy which is at our registered office.

Jurisdiction

Any dispute or legal issue arising from our terms of business or the work we do for you shall be determined by the laws of

England and Wales and considered exclusively by the English and Welsh Courts.

QualitySolicitors

We are an independent firm of Solicitors. We are independent from QSO and other QS Member Firms. You are, of course, free to select the legal representation of your choice but if you choose to instruct us our role will be to provide you with independent advice to protect your interest.

Retainer

Any work carried out by us for you under a Retainer is carried out under these Terms of Business, as amended from time to time.

Cyber Fraud

Law firms are vulnerable to the risk of theft of confidential data by fraudsters as a consequence of dealing with high value transactions; criminals use a variety of methods to obtain confidential information with the aim of stealing client money held in client accounts. Should you receive any suspicious emails from us or for example an email purportedly from us stating that our bank details have changed, or that you were provided with old bank details, please do not send any funds to that bank account and immediately contact us by telephone in order that we may confirm the position. We recommend that you contact our office and speak with the individual dealing with your matter before sending any funds to us to verify the correct bank details. Our Firm will not be liable for any monies which are transferred to a wrong account.

“We” “our” “Firm” “QualitySolicitors John Donkin” “QualitySolicitors Mills Donkin” all mean John Donkin Solicitors Ltd