

ANDREW & CO LLP  
TERMS AND CONDITIONS

**Andrew & Co LLP**

Andrew & Co LLP is constituted as a Limited Liability Partnership established under English Law registered with number OC323604 having its registered office at St Swithin's Court, 1 Flavian Road, Nettleham Road, Lincoln LN2 4GR. Andrew & Co LLP is registered for VAT under VAT Registration No: 127 8326 60.

Where reference is made in these Terms and Conditions of Business or in any other context including the provision of services to you, the use of the term "Partner" is only for convenience to describe a member of Andrew & Co LLP. It shall not be construed as indicating that the members of Andrew & Co LLP are carrying on business in partnership for the purposes of the Partnership Act 1890. These Terms and Conditions of Business apply to all services provided for clients by Andrew & Co LLP and the expression "we", "us", and "our" refer to Andrew & Co LLP and "you" and "your" refer to your client.

These Terms and Conditions of Business and the engagement letter and any variation or addition thereto as agreed between us contain all the terms and conditions which we have agreed with you in relation to our engagement and supersede any earlier terms of engagement we may have agreed with you.

The services provided to you and the contract under which those services are provided was with Andrew & Co LLP and not with any individual Partner, employee or agent of Andrew & Co LLP.

Andrew & Co LLP is regulated by the Solicitors Regulation Authority. You can obtain a copy of the Code of Conduct which applies to us by contacting the Solicitors Regulation Authority or visiting [www.sra.org.uk](http://www.sra.org.uk)

**This leaflet tells you about:**

- ⊗ The service we aim to provide and how you can help us provide a good service.
- ⊗ Our costs and how you can meet them.
- ⊗ What to do if you are unhappy about what we are doing for you.
- ⊗ Identification requirements.
- ⊗ Arrangements for storage of important documents.

**The letter issued to you at the start of each matter will tell you:**

- ⊗ The name of the person looking after you.
- ⊗ With whom you can leave a message if that person is not available.
- ⊗ The partner to whom that person is responsible where relevant.
- ⊗ How to contact us in an emergency.
- ⊗ Our best estimate of costs and timescale.

- ⊗ What we are doing and what we need you to do.

## **Quality**

We aim to do a thorough, prompt and professional job for you.

We are accredited to the ISO 9001/2000 LQS Quality Standard, a term of which is that we must permit a sample of our files to be audited by an external auditor to ensure that quality is being maintained. Your file could be one of those chosen. If you object to this please let us know in writing and we will make arrangements to have your file excluded from those available for audit.

Our overriding objective is to provide a service with which you are entirely happy and which achieves the objectives agreed with you. Please feel free to provide feedback and comment at any stage. We assure you that we will always react in a positive and constructive manner.

## **Our Standards and values**

Our key values are:

- ⊗ Integrity
- ⊗ Trustworthiness
- ⊗ Professionalism
- ⊗ Communication
- ⊗ Reliability
- ⊗ Sensitivity

## **We will:**

- ⊗ Keep you informed as the matter progresses.
- ⊗ Explain documentation and procedure to you.
- ⊗ In disputed cases, keep under review the balance between costs incurred and likely outcome.
- ⊗ Agree a target at the outset of each matter which is specific, measurable, realistic and achievable.
- ⊗ Keep you advised on the question of costs.

## **Would you please:**

- ⊗ Give us clear instructions and notify us of any changes to those instructions.
- ⊗ Tell us if you have any important time limits.
- ⊗ Make sure that we have understood each other correctly – ask us if you are not sure about anything.
- ⊗ Deal promptly with any important questions which may arise.
- ⊗ Keep in regular touch. Do not feel afraid to ask for a progress report if you are worried about anything or do not hear from us when you expect to.
- ⊗ Help us plan our working day and make an appointment if you want to see us.
- ⊗ Avoid unnecessary telephone calls and appointments.
- ⊗ Make sure you let us have all relevant papers and information as soon as possible.
- ⊗ Notify us promptly of any change of address or daytime or evening landline or mobile telephone numbers or email address.
- ⊗ Let us know in writing if you wish your matter to be put into our central office diary so that important dates can be drawn to your attention in advance. Andrew & Co LLP is registered under the Data Protection Act and your information is always kept confidential.

## **Client Care**

We will seek to communicate with you in a prompt and effective manner. You will be kept informed of all developments in the work we are doing for you and where appropriate copies of all relevant letters, minutes of telephone calls, minutes of meetings, etc will be provided to you. When you telephone, the person looking after you will take the call if at all possible. You will appreciate that this may not always be feasible and then the relevant secretary will speak to you. If you leave a message which requires a return call we aim if at all possible to deal with the return call on the same day.

Your file will be reviewed on a periodic basis and if appropriate you will be informed of any action taken as a result of that review. In addition, there is a random review of files within the firm at three monthly intervals.

When you instruct us you place a lot of trust in us. One of the ways in which we repay that trust is by keeping all details both about the instructions which you give us and your affairs generally strictly private and confidential. There may, however, be occasions while we are acting for you when we will recommend disclosing confidential information to a third party such as a barrister, an accountant or a surveyor or other expert with whom we make contact to assist with your transaction.

## **Tax Advice**

Unless specifically requested in writing we do not provide tax advice on your proposed transaction but if you do ask us to provide tax advice we will discuss with you whether it is a matter on which we are able to give advice or if an external tax specialist should be engaged to advise you.

## **Third Party Involvement**

There may be occasions when it will be necessary to instruct a third party on your behalf to assist with your matter (eg actuary, financial adviser, forensic accountant, pensions expert, stockbroker, surveyor, valuer). We will of course discuss any such appointment and agree everything with you in advance. The instructions will be given to the third party on the basis that you contract directly with the third party and that you are responsible directly to the third party for payment of the third party's fees.

## **Environmental Searches on Property Matters**

We do not as standard practice carry out environmental searches, (which can highlight further matters on which to raise enquiries, such as landfill, previous use of the land, flooding from major rivers etc). If property has been polluted then it is possible that someone who acquires property after the polluter may have to bear the costs of cleaning it up. While it cannot be guaranteed that an environmental search would reveal all such matters, it should reveal anything that is recorded on public registers. If you would like us to do one, we would be pleased to discuss this and the cost of the search. It may well be that the replies to the search will mean that we will need to raise further enquiries of the relevant authorities to whom further fees will be payable. If investigation of the results of the environmental search involves us in additional work we reserve the right to charge for such additional work at the relevant fee earner's hourly rate.

## **Costs**

### **What will they be?**

#### Fixed price work

We can give fixed price quotations for certain types of work, for example straightforward leases, duty of care documents and employment documents in commercial work and, again by way of example wills, powers of attorney and conveyancing for private clients. If a verbal estimate is given it will only become valid when confirmed in writing. Unless agreed otherwise, if you do not instruct us quotations will expire within 3 months of their date.

#### Complicated or disputed matters

In other matters we will give the best estimate we can. Some estimates can only be very approximate. The amount of work required and therefore costs incurred may vary substantially for reasons beyond our control and on some occasions it is difficult to anticipate exactly what will be involved at the outset. Estimates may be revised from time to time, and separate estimates may be given for each stage or aspect of the matter.

If you ask us to undertake additional work or alter earlier instructions, this will almost certainly increase our charges. We will advise you when it becomes apparent that an estimate will be exceeded for any reason, or if it is affected by an increase in our charging rates.

#### Abortive Transactions

There will be occasions when for whatever reason a transaction or instruction does not proceed. In those cases we will make a reasonable charge for the work carried out. The level of charges will, generally speaking, not exceed the most recent estimate.

### **Additions to our costs**

In addition to our costs you will also pay:

- ⊗ Value Added Tax (VAT) on our costs at the prevailing rate.
- ⊗ Disbursements - that is out of pocket expenses/payments we make on your behalf.
- ⊗ VAT on disbursements where relevant.
- ⊗ Travelling expenses together with VAT.
- ⊗ Payments to third parties instructed on your behalf, for example Counsel.

You can set a limit on costs to be incurred without further agreement, and ask us for details of the costs incurred to date at any stage.

If you have any queries or concerns about the level of your costs, we would be pleased to explain how they are worked out.

### **Who pays?**

You must understand that you are the person who has instructed us to do the work and agreed to pay us for it. This means that you remain liable for our costs even if another person has been ordered to pay them or agreed to pay them but does not do so.

### **Costs in Court proceedings**

You will be advised of the prospects of success in Court proceedings and whether or not it is likely that the other party will have to contribute to your costs.

In financial claims ancillary to divorce and disputes regarding the arrangements for children, the general rule is that each party is responsible for payment of their own costs with no right of recovery from the other party.

In other types of litigation you should bear in mind that if you are unsuccessful you will probably have to pay the costs of the other party as well as your own. If you are successful we would usually expect to obtain an order that the other party pays your costs but there will still be circumstances in which you will have to pay some or all of our costs, for example:

- where the other party does not pay straight away or at all,
- where the other party only has to pay part of our costs,
- where the other party's costs cannot be recovered because he or she is incapable of paying or refuses to pay or the other party is legally aided.

In summary, even if you are successful it is unlikely that we will be able to recover the full amount of our costs from the other party and therefore you will have to pay the balance. In some family proceedings you may be unable to recover any costs from your opponent.

If you are unhappy with the bill you are entitled to complain. Please see below.

## **Payment arrangements**

### When

On matters where we have given a fixed cost quotation, we will usually invoice when the matter is concluded.

In other matters, we may ask for a payment on account of costs at an early stage.

Generally speaking, in all matters:

- ⊗ We will bill you on an interim basis and in any event once a quarter for work carried out on your behalf.
- ⊗ If we incur disbursements on your behalf totalling £300 or more or anticipate incurring disbursements on your behalf totalling £300 or more, then we will ask you to provide funds to cover the cost of those disbursements before they are incurred. We will as a matter of routine ask for Stamp Duty Land Tax and Land Registry fees in advance.

Receipt of the payments which we ask you to pay as the matter progresses will be a condition of our continuing to do the work.

### How

Andrew & Co LLP accepts payment by Switch and Delta; we also accept payment by MasterCard or Visa on our charges plus VAT and on total disbursements (expenses) not exceeding £250. Should you wish to pay for disbursements above £250 by credit card then we shall charge 1.8% to cover the Bank charges.

Payment is due on presentation of invoice. We reserve the right to charge you interest at 2% per annum above our Bank's base rate. If any amount due to us is not paid within 30 days interest will be charged on a daily basis. It is a term of our engagement that we may deduct our charges and disbursements from any money which we hold on your behalf.

### Interest on money held

Money held by us on behalf of clients is usually held in a general account earning interest. If we hold a large sum for you we may be able, if you so request in writing, to place the money

on the money market to gain additional interest. We comply with the rules of the Law Society relating to the payment of interest to clients.

#### Clearance of funds

Some types of work such as property purchases and settlement of large claims may involve us in making substantial payments to third parties from funds held in client account. That account is operated in accordance with professional rules governing payments against uncleared funds. Where money is to be paid to a third party, five working days must be allowed for clearance of any cheques deposited with us by you, or by anyone on your behalf. In many cases it will be cheaper, quicker and more convenient for funds to be sent to us by direct bank transfer.

#### Cash

We prefer payment to be made to us by bank transfer or cheque. In order to comply with the Proceeds of Crime Act 2002 and related regulations, we decline to accept more than £250 in cash, unless we have agreed in writing to accept a larger sum at least 7 days in advance.

#### **Professional Indemnity Insurance**

Andrew & Co LLP is covered by a Policy of Professional Indemnity Insurance. Brief details are:

- ⊗ The insurer is RSA Insurance.
- ⊗ The key contacts are Meriel Jolley and Ray Wood, both of RSA Insurance Plc, St Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL.
- ⊗ The policy covers supervision of services as a solicitor in private practice from offices in England and/or Wales whether the services are provided to clients in England and/or Wales or anywhere in the World.

#### **Limitation of Liability**

- ⊗ Save as stated in this paragraph headed "Limitation of Liability" our total liability to you for any loss, liability or damage howsoever caused whether through negligence, delay, non-performance, breach of contract or otherwise by Andrew & Co LLP will be limited to an amount of £20 million for any one claim.
- ⊗ It should be noted that under our insurance policy a number of claims will be treated as one claim if they arise from one act or omission, one series of related acts or omissions, the same act or omission in a series of related matters or transactions or similar acts or omissions in a series of related matters or transactions. The insurers further provide that all claims arising from one matter or transaction will be regarded as one claim.
- ⊗ Our insurers' definition of one claim applies to this paragraph headed "Limitation of liability."
- ⊗ The extent to which any liability, loss, damage, costs or expenses may be recoverable will take into account the extent of responsibility of others including in appropriate circumstances your other advisers and/or any other third party responsible to you and/or liable in respect of such loss.
- ⊗ You agree not to bring any claim in respect of loss or damage suffered by you arising out of or in connection with this engagement (including but not limited to delay or non-performance of our engagement), against any one of our individual partners, employees or agents even where an individual partner, employee or agent may have been negligent. This restriction will not operate to exclude any liability which cannot be excluded at law or to exclude the liability of Andrew & Co LLP for acts or omissions of any of our partners, employees or agents.

- ⊗ It is agreed that each of our partners, employees and agents will have the right to enforce this paragraph headed "Limitation of Liability" pursuant to the Contracts (Rights of Third Parties) Act 1999.
- ⊗ Nothing in these terms of business shall affect any liability which we may have to you in respect of any personal injury or death resulting from our negligence, any loss caused by our fraud, fraudulent misrepresentation or reckless disregard of our professional obligations or any other situation where the law prohibits us from excluding or limiting our liability to you.
- ⊗ The provisions of this paragraph headed "Limitation of Liability" shall continue to apply notwithstanding the termination of our engagement for any reason.

**If you are dissatisfied:**

- ⊗ Tell us if you feel you are not receiving the service you had hoped for. We want to know if you are dissatisfied. We can try to put it right and will look into it promptly and thoroughly.
- ⊗ Mention it first to the person looking after your matter.
- ⊗ If you are still unhappy after that, you can complain to the Quality Partner (Phillip Hoskins) who will investigate your complaint. You will be sent a copy of our Complaints Policy which sets out exactly how we will resolve your complaint. It will help if you put your complaint in writing, keeping a copy for yourself and explaining what action you want us to take. Afterwards, he will write confirming your complaint, the discussion, and what we will be doing about it. This will be at no extra cost to you.
- ⊗ If you are still not satisfied after the outcome of the complaint to our Quality Partner, you can ask The Office for Legal Complaints/The Legal Complaints Service to look at the issues which you have. Please contact The Office for Legal Complaints/Legal Complaints Service or visit [www.legalcomplaints.org.uk](http://www.legalcomplaints.org.uk) for details. We will in addition offer a review by another Partner at that point.

**If you are unhappy with our bill:**

- ⊗ You are entitled to complain about the bill.
- ⊗ In the first instance please mention the issue to the person within Andrew & Co LLP who is looking after you.
- ⊗ If you are still unhappy, please contact Phillip Hoskins our Quality Partner. He will investigate the complaint
- ⊗ If you are still not satisfied after the outcome of the complaint to the Quality Partner you can ask The Office for Legal Complaints/The Legal Complaints Service to look at the issues which you have. Please contact The Legal Complaints Service or visit [www.legalcomplaints.org.uk](http://www.legalcomplaints.org.uk) for details. We will in addition offer a review by another Partner at that point.
- ⊗ We remind you that if all or any part of the bill remains unpaid after the due date for payment Andrew & Co LLP may be entitled to charge interest.

**Compliance with Money Laundering Regulations**

All Solicitors are subject to regulations to combat Money Laundering, and obliged to obtain formal evidence of identity from their clients, even those they have known for many years. A note of what is required is set out below. We are not able to receive any money into client account for you until identification matters have been dealt with. Please note that the Proceeds of Crime Act 2002, the Money Laundering Regulations 2007 and the related regulations set out certain reporting requirements with which we have to comply. These requirements override our professional confidentiality to you. We may make a report to the Serious Organised Crime Agency without your knowledge or specific agreement. In certain limited situations, having made the report we are allowed to inform you of this and with your agreement add your name to the report to give you protection under the Act and Regulations. If any loss occurs as a result of our having made a report then the law precludes you from

making a claim against us. You agree that in the event of a report being made pursuant to the Act or Regulations we shall not be liable for any loss or delay which occurs as a result of our reporting the matter.

The requirements in relation to identification differ:

### **Individuals and business partnerships**

If you are an individual or a member of a partnership, you will be asked to produce one document from each of Groups 1 and 2. In the case of a partnership, each partner will be asked to produce one document from each of Groups 1 and 2.

#### Group 1

Passport or driving licence with photograph or local employer's identity card with photograph or bank card with photograph.

#### Group 2

Utility bill, council tax demand, Inland Revenue Notice of Coding, bank or credit card statement. Whichever of these you produce must be less than 3 months old and addressed to you at your home address.

### **Limited companies**

If you are giving instructions on behalf of a limited company you will be asked to produce the following:

Certificate of Incorporation  
List of Directors  
List of Shareholders  
Confirmation of your registered address

The instructing director will also be asked to produce one document from each of Groups 1 and 2 above.

### **LLPs**

If you are giving instructions on behalf of a limited liability partnership you will be asked to produce the following:

Certificate of Registration  
List of Members  
Confirmation of your Registered Office

The instructing member will be asked to produce one document from each of Groups 1 and 2 above.

Identification of other members of a Company or other enterprise may be required in respect of the ownership of a beneficial interest of 25% or more.

### **Insurance Mediation**

Andrew & Co LLP is not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services 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 Law Society. The register can be accessed via the Financial Services Authority website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register).

### **Storage of deeds and documents**

We have facilities for storing deeds and important documents in secure strong rooms. Our storage facilities are free of charge but we reserve the right to make an administration charge when deeds or documents are withdrawn from our safekeeping.

We are extremely careful about releasing deeds and important documents. We require evidence of the identity of anyone seeking a release, and evidence of the identity and authority of any third party to collect deeds or wills on behalf of the person to whom they belong.

An appointment must be made in advance to collect deeds and/or documents.

There may be occasions when, for example, a considerable amount of work is involved in verifying whether the person requesting the deeds and/or documents is the person entitled. This is an example of an occasion when we would make an administration charge.

Our usual policy is to retain your file in our archives once the matter has been finally completed. You will be advised in each case of the period for which we will retain the file. If there is any reason why you would like us to retain the file beyond that period, please let us know in writing. Otherwise, the papers will be destroyed at the end of the period.

### **Data Protection**

Andrew & Co LLP does from time to time send out invitations to seminars and circulars relating to developments in the law. We maintain a list of names and addresses for this purpose which is kept strictly private and confidential. We will not share your details with third parties unless in connection with the matter with which we are dealing. We will add your name to the list for the purpose of relevant correspondence unless you notify us in writing that you do not wish to be included.

### **ACCEPTANCE OF THESE TERMS AND CONDITIONS**

These terms supersede any prior representation, arrangement, understanding or agreement between us relating to services undertaken by this firm, whether written or verbal. By instructing or continuing to instruct us you accept that you have not and will not rely on any representation, arrangement or understanding not expressly set out or referred to in these terms and conditions.

These terms can only be altered in writing either in the form of a letter or notice to you, or by promulgation of such a notice in our waiting or reception areas.

By instructing or continuing to instruct Andrew & Co LLP, you are deemed to have accepted these terms and conditions.

### **Documentation relating to Court Proceedings or Tribunals**

Where proceedings are contemplated or underway, in the course of those proceedings you will be asked to produce documentation relating to the matter. The documentation to be produced will include those documents which have been created or stored in an electronic/IT medium.

Please therefore ensure:

- ⊗ That all documentation is carefully stored. Please ensure that all documentation held by you, your employees, advisers or otherwise is preserved and retained safely.
- ⊗ In the case of data/documents which have been created or stored in an electronic/IT medium, please ensure that all such data/documents are preserved and retained on your system and not deleted.
- ⊗ Again, in the case of data/documents which have been created or stored in an electronic/IT medium, please ensure that all relevant backup media is identified and stored in a safe place.
- ⊗ If data/documents which have been created or stored in an electronic/IT medium are held on systems of your advisers, employees or otherwise, please ensure that your advisers, employees or otherwise are instructed to preserve and retain the information on their systems and also that the backup media is identified and stored in a safe place.

The above procedures for management of documents which are already in existence are important. Courts and tribunals have wide powers to call for production of documents. Where data or documents which have been created or stored in an electronic/IT medium are not preserved and retained properly, the process of search can be costly and time consuming.

Where proceedings are contemplated or underway, documents created after instructions have been received may also become the subject of an order for production to the court or tribunal. This of course includes data/documents which have been created or stored in an electronic/IT medium and orders for production will extend as far as internal emails. There have been many cases where careless words in an internal email have had a damaging effect on the outcome of a case. Please therefore take care in creating any documents, letters, emails, etc about any issues which are the subject of proceedings or likely to become the subject of proceedings. All documents should be accurate and truthful and the words should be carefully chosen. If there is any doubt, please speak to the person responsible for your matter or the team leader.

#### **Useful Addresses:**

- ⊗ Andrew & Co LLP Quality Partner, 1, Flavian Road, Nettleham Road, Lincoln, LN2 4GR  
[Phillip.hoskins@andrew-solicitors.co.uk](mailto:Phillip.hoskins@andrew-solicitors.co.uk)  
01522 781474
- ⊗ The Legal Complaints Service, Victoria Court, 8, Dormer Place, Leamington Spa, Warwickshire, CV32 5AE  
[www.legalcomplaints.org.uk](http://www.legalcomplaints.org.uk)  
[enquiries@legalcomplaints.org.uk](mailto:enquiries@legalcomplaints.org.uk)  
0845 608 6565
- ⊗ The Solicitors' Regulation Authority, 8, Dormer Place, Leamington Spa, Warwickshire, CV32 5AE  
[www.sra.org.uk](http://www.sra.org.uk)  
0870 606 2555

**March 2010**