



Terms of Business

Terms of business

The purpose of this document is to confirm the arrangements between us. Your continuing instructions in this matter will amount to your acceptance of these Terms of Business.

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Registered Office: St. Swithin's Court, 1 Flavian Road, Nettleham Road, Lincoln LN2 4GR.
Authorised & Regulated by the Solicitors Regulation Authority 470433. A list of members may be inspected at our registered office. Any reference to the firm means Andrew & Co LLP

Andrew & Co LLP is a limited liability partnership registered in England & Wales [Number OC323604]. VAT Number 127 8326 60 | August 2019

Aims & Objectives

We are committed to providing the highest standards of service and expertise and subject ourselves to independent audit on these.

The individual letter you will receive with this general document defines the extent of the work we have agreed to undertake for you, our assessment of its cost and benefit to you and any specific terms applicable to your matter.

By instructing us you have authorised us to take the steps we consider appropriate to represent you including incurring reasonable expenses on your behalf. If you have already asked us to start work on your behalf, eg by giving you initial advice or by acting in an emergency, we will have been doing so on the understanding that unless otherwise agreed the terms as set out here apply from the start. Your continued instructions will amount to acceptance of these Terms of Business.

Our responsibilities

We will:

- Treat you fairly and with respect.
- Communicate with you in plain language.
- Explain documentation and procedure to you.
- Keep you advised as to progress.
- Review your matter regularly.
- Advise you of any changes in the law that affect your matter.
- Advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter.
- Keep you advised on the question of costs.

We will confirm to you who is to be responsible for your work. This may not be the person who normally advises you because we are grouped together in teams according to specialist expertise and we want to ensure that your matter is dealt with by people with the right level and area of expertise.

We try hard to avoid changing the people who are handling your work but if this cannot be avoided we will notify you promptly.

Your responsibilities

You will:

- Provide us with clear, timely and accurate instructions.
- Provide all documentation and information that we reasonably request in a timely manner.
- Safeguard any documents that may be required for your matter, including documents that you may have to disclose to another party.
- Deal promptly with any important questions which may arise.
- Notify us of any change of address or other contact details.
- Promptly make all and any payments that are necessary for us to progress your matter.

Service levels and frequency of communication

We will keep you updated by telephone or in writing with progress on your matter and legal work required as your matter progresses.

We will update you on the likely timescales for each stage of your matter and any important changes in those estimates. Whenever there is a material change in circumstances associated with your matter, we will update you on whether the likely outcomes still justify the likely costs and risks.

We will update you on the cost of your matter at the intervals set out in our letter confirming your instructions. If appropriate, we will continue to review whether there are alternative methods by which your matter can be funded.

Correspondence

Unless agreed otherwise, all documents will be sent second class post or by DX (Document Exchange). We are not responsible for the safe keeping of any document or enclosure when it leaves our offices whether in the postal, Document Exchange system, by courier or otherwise. We do not encrypt attachments to emails unless agreed with you.

Limit of liability

We have professional indemnity insurance giving cover for claims against the firm.

The policy covers the provision 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.

Our maximum aggregate liability to you in this matter will be £20,000,000 including interest and costs unless we expressly state a different figure in our letter confirming your instructions. If you wish to discuss a variation of this limit, please contact the person dealing with your matter. Agreeing a higher limit on our liability may result in us seeking an increase in our charges for handling your matter.

We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profit or opportunity.

The extent to which any liability, loss, damage, costs or expenses may be recoverable will take into account the extent of others' liability including in appropriate circumstances your other advisers and/or any third party responsible to you and/or liable in respect of the loss.

Andrew & Co LLP is a limited liability partnership. This means that the firm's members are not personally liable for any acts or omissions by the firm, unless the law requires otherwise. This does not limit or exclude liability of the firm for the acts or omissions of its members.

We can only limit our liability to the extent the law allows. In particular, we cannot limit liability for death or personal injury caused by negligence. Please ask if you would like us to explain any of the terms above.

Please contact Michael Pace, our Complaints Partner on 01522 512123 or by email on michael.pace@andrew-solicitors.co.uk

Tax advice

Unless specifically requested in writing we do not provide tax advice on any proposed transaction, but if you do ask us to provide tax advice we will discuss with you whether it is a matter upon 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 advisor, 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 any third party's fees.

Regulated services

Andrew & Co LLP is authorised and regulated by the Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN (the SRA).

This means that we are governed by a code of conduct and other professional rules, which you can access on the SRA's website: www.sra.org.uk, or by calling 0370 606 2555.

Data Protection

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

- Updating and enhancing client records.
- Analysis to help us manage our practice.
- Statutory returns.
- Legal and regulatory compliance.

Our use of that information is subject to your instructions, Data Protection law and our duty of confidentiality.

Our privacy policy is available upon request and on our website

Storage and retrieval of files

After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.

We will keep our file of your papers for the period advised to you in the closing letter, except those papers that you ask to be returned to you. We keep files on the understanding that we can destroy them at the end of the stated period. We will not destroy documents you ask us to deposit in safe custody. If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for the retrieval.

However we may charge you for:

- time spent producing stored papers that are requested; and
- reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers

Outsourcing

Some of our business functions are outsourced to third parties. We will always seek a confidentiality agreement with these outsourced providers.

External auditing

External firms or organisations may conduct audit or quality checks on our business. These external firms or organisations are required to maintain confidentiality in relation to your files. Please contact us if you do not wish your files to be disclosed to external auditors.

Right to cancel

If you instruct us in your personal capacity, rather than as the representative of an organisation for example, you have the right to cancel your agreement for us to act on your behalf in certain circumstances.

If we have not met you or if you have agreed the terms upon which we should act on your behalf away from our premises (for example during a visit by us to your home or place of work,) the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 will apply and you will have a right to cancel our agreement within 14 days of the date upon which you receive these Terms of Business from us. To do so, please write to us or fax us at the address shown on our accompanying letter.

However, if you ask us to start work on your file before the end of the 14 day period you may be charged for work undertaken and disbursements incurred if you then cancel your instructions.

Terminating your instructions

You may also end your instructions at any time, by giving us notice in writing. We can keep all your papers and documents while our charges or disbursements are outstanding.

We can only decide to stop acting for you with good reason and we must give you reasonable notice. If you or we decide that we should stop acting for you, you are liable to pay our charges up until that point. These are calculated on the basis set out in our letter confirming your instructions.

Prevention of money laundering and terrorist financing

We are required by law to get satisfactory evidence of the identity of our clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their clients can be used by criminals wanting to launder money.

To comply with the law, we need to get evidence of your identity as soon as possible. We may verify that identity by way of an electronic search for which you will be charged a small fee.

We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by law to make a disclosure to the National Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

Confidentiality

The information and documentation you provide to us is confidential and subject to legal professional privilege unless:

- stated otherwise in this document or our letter confirming your instructions, eg in relation to prevention of money laundering and terrorist financing;
- we advise you otherwise during the course of your matter.

We cannot absolutely guarantee the security of information communicated by email or mobile phone. Unless we hear from you to the contrary, we will assume that you consent for us to use these methods of communication.

Quality of Service

We are committed to providing high quality legal advice and client care.

If you are unhappy about any aspect of the service you receive or about the bill, please contact our Complaints Partner, Michael Pace on 01522 512123 or by email on michael.pace@andrew-solicitors.co.uk or by post:

Andrew & Co LLP
St. Swithin's Court, 1 Flavian Road
Nettleham Road
Lincoln LN2 4GR

We have a written procedure that sets out how we handle complaints. It is available upon request.

We have eight weeks to consider your complaint. If you are not satisfied with our handling of your complaint or we have not resolved it within eight weeks, you can ask the Legal Ombudsman to consider the complaint.

The Legal Ombudsman's contact details are:

PO Box 6806
Wolverhampton
WV1 9WJ
0300 555 0333 from 8.30am to 5.30pm
enquiries@legalombudsman.org.uk
www.legalombudsman.org.uk

Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within a year of the act or omission about which you are complaining (or you becoming aware of it).

The Legal Ombudsman deals with complaints by consumers and very small businesses. This means that some clients may not have the right to complain to the Legal Ombudsman, eg charities or clubs with an annual income of more than £1,000,000, trustees of trusts with asset value of more than £1,000,000 and most businesses (unless they are defined as micro-enterprises). This does not prevent you from making a complaint directly to us about the service you have received or about the bill.

Our bill

You are liable to pay legal costs as set out in our letter confirming your instructions. We will also usually discuss this at our initial meeting with you and explain the method of calculation, if you wish.

Additional items include:

- Fees for money sent via telegraph transfer.
- 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.

It is important to point out 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.

We reserve the right to invoice in advance and/or submit interim bills as the matter progresses. Unless otherwise specified interim bills are interim statute bills. In other matters we may ask for a payment on account of costs at an early stage. Generally speaking, in all matters:

- We can bill you on an interim basis for work carried out on your behalf.
- If we are to incur disbursements on your behalf 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 search fees, Stamp Duty Land Tax and Land Registry fees in advance.

Please note:

- All bills rendered to you as the matter progresses will be treated as interim bills/requests for payment on account. At the end of the

matter you will be billed for the overall fee of the job together with VAT disbursements and out of pocket expenses less items covered by the interim bills or payments on account.

- It will be a condition of our continuing to do the work that those bills are settled promptly.
- Bills should be paid on presentation of invoice. We may charge interest on overdue bills at 2% per annum above NatWest Base Rate from time to time in force.

As stated, we may cease acting for you if an interim bill remains unpaid or if our reasonable request for a payment on account of costs is not met.

You have the right to challenge or complain about our bill. Please see the Quality of Service section above for details of how to complain about our bill. The procedure for challenging a bill varies depending on whether it relates to a matter involving court proceedings. When we send you a bill, we will explain the relevant procedure for challenging it.

We can keep all your papers and documents while there is still money owed to us for fees and expenses. If we are holding money for your benefit we may also apply that in settlement or part settlement of our fees and expenses.

Receiving and paying funds

For your convenience payment can be made by the following methods:

- Direct into our bank quoting your reference
- Card payment over the phone or by calling into one of our offices
- Via our website: www.andrew-solicitors.co.uk
- By cheque

We do not accept American Express. Should you wish to make payment by cash our policy is that only a sum of up to £500 can be paid by this method. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds.

Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or, in the absence of written authority, to a third party. When we have to pay money out, we will

always ask the recipient to confirm the details of the bank account to which payment should be made. Where the bank account is not that of the recipient or is an account in the names of the recipient and another person, there is a risk of claims being made against the funds, for example by a trustee in bankruptcy or a creditor if there has been an attempt, even if unwittingly made, to put money beyond the reach of someone entitled. Andrew & Co LLP cannot be responsible for the consequences of these or similar claims.

Payment of interest

As a consequence of low interest rates it is not commercially viable to pay clients interest on funds held by us for them. From 1st January 2017 interest will not be paid 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 six 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.

Incorporated clients

The directors (or members in the case of limited liability partnerships) guarantee any fees, disbursements and expenses for services provided to an incorporated client unless that client is constituted as a not-for profit organisation.

Investment advice services

We are not authorised by the Financial Conduct Authority. If, while we are acting for you, you need advice on investments, we may refer you to someone who is authorised to provide the necessary advice.

However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any investment advice you receive from us, you should raise your concerns with either of those bodies.

The Law Society of England & Wales.
113 Chancery Lane
London
WC2A 1PL

0207 242 1222

Insurance mediation activity

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority.

The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/firms/financial-services-register

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

Equality and diversity

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

Applicable law

Any dispute or legal issue arising from our Terms of Business will be determined by the law of England and Wales, and considered exclusively by the English and Welsh courts.

Future instructions

Unless otherwise agreed, these Terms of Business will apply to all future instructions you give us on this or any other matter.



Lincoln office: **01522 512123**

Newark office: **01636 673743**

www.andrew-solicitors.co.uk

info@andrew-solicitors.co.uk

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