

## **TERMS OF BUSINESS - BAND HATTON BUTTON LLP SOLICITORS (V.JUL.23)**

Our Terms of Business detail the basis upon which our fees are calculated and set out our commitment to achieve service excellence. Please read our Terms of Business carefully and let us know if you have any queries. By instructing us you will be deemed to accept our Terms of Business.

### **A: THE SERVICE WE PROVIDE**

#### **A:1 INSTRUCTIONS AND EXCHANGE OF INFORMATION**

We aim to offer all our clients an efficient and effective legal service. Our legal staff will endeavour to establish a close working relationship with you. As required by the Solicitors Regulation Authority ("SRA") Code of Conduct, we will keep you informed of the work that we are carrying out including:-

- Identifying clearly your objectives in relation to the work to be done.
- Giving you a clear explanation of the issues involved and the options available to you.
- Agreeing with you the next steps to be taken.
- Keeping you informed of progress.

It is important to us that you feel at ease and confident with the advice that you are receiving, and with the work that we are carrying out for you. If there is anything that you do not fully understand at any time, or about which you are in any way uncertain or unhappy, please do not hesitate to raise this with us.

We can and will only act upon your instructions, and we cannot do anything to progress your matter unless your instructions are clear, precise, and, above all, complete. You should not rely on us receiving your emails, particularly if you are providing time-critical instructions which should request an immediate acknowledgement and be followed up by telephone if necessary. You must provide us with instructions promptly when asked. We will not be responsible for the consequences of any failure to comply with Court deadlines or other time limits which we have made you aware of if the failure to comply is due to your failure to provide us with instructions or information within a reasonable time after that request is made, and you will be responsible for our costs and disbursements reasonably incurred in dealing with that time limit and the consequences of the delay or failure to comply with it. If you are not sure whether something might be relevant to a particular problem, please tell us and let us decide. Whilst we reserve the right to accept and act upon telephone or email instructions, we are not obliged to do so unless corroborated by letter or fax. We will not normally be able to continue acting for you if any invoices delivered by us to you are unpaid outside credit terms other than by special agreement to be authorised by a Partner and we will not be able to progress your matter or to take any action on your behalf whilst we are not acting for you.

If "our Client" in a particular matter comprises more than one person, we reserve the right to accept instructions from any one or more person or persons on behalf of all the persons concerned, unless we receive specific written instructions to the contrary (in which case we may have to consider whether we can continue to act in the matter). Each person for whom we are acting in the matter will be jointly and severally responsible for payment of all our fees. By way of confirmation of your instructions and your agreement to our Terms of Business we will request you to complete and sign the pro-

forma at the foot of our Client Care Letter and return it to us as soon as possible although your continuing instructions will amount to your acceptance of these terms and conditions.

If we have not met with you at our offices ("off premises contract") or have not met with you in person ("distance contract") you have the right to cancel the contract within a 14 day cooling-off period. If we have entered into either an off premises contract or a distance contract with you, your cancellation rights are explained more fully in the enclosed explanatory note entitled "Your cancellation rights under the Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013".

Although we may endeavour to complete a particular matter by a particular time there is no time limit for the performance of our services.

If we are acting for you in Litigation (any court or tribunal proceedings including Family & Employment matters), we will have a duty not to mislead the court or other parties to the Litigation and not to interfere with the administration of justice. If your instructions conflict with any of these duties, we will not be able to act upon them and may have to cease acting for you.

#### **A:2 RESPONSIBILITY FOR YOUR WORK**

Every client of this firm is designated to one of the Partners who are all qualified Lawyers. The designated Partner is responsible for relations with that client and is known as the Client Partner.

The Client Partner will not necessarily be the person who is responsible for the day-to-day conduct of a particular matter. You will be informed as soon as possible after receipt of your instructions of the name and status of the person who will be dealing with the day to day conduct of the matter, and of the Partner responsible for the handling of your work. If the identity of these persons should need to change (which will only happen in exceptional circumstances) we will let you know immediately.

We are committed to providing excellent service. If you are unhappy about any aspect of the service you have received or about the invoice, please raise this with the person dealing with the matter in the first instance, but if you are still concerned, please contact your Client Partner. In the unlikely event that there is a continuing problem, you should raise the matter with Leigh Mollison, Quality Manager. We have a procedure in place which details how we handle complaints which is available on request. If you are not satisfied with our handling of your complaint, you can ask the Legal Ombudsman to consider the complaint. You can contact the Legal Ombudsman at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk), or at PO Box 6806, Wolverhampton WV1 9WJ. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us.

#### **A:3 OFFICE HOURS AND APPOINTMENTS**

Our offices are open from 9:00am to 5:00pm, Monday to Friday. Save in exceptional circumstances, we request that you make an appointment before calling at this office to discuss your matter in person - this enables us to plan our working week and to provide a more efficient service with the minimum of delay.

When telephoning, if the person dealing with your matter is unavailable, we encourage you to leave a message on that

person's voicemail or speak with his or her Secretary, rather than suffer the inconvenience of having to telephone again. Our Secretaries will often be able to deal with routine enquiries, and will be able to take a message if a return call is requested. We endeavour to make any requested return telephone calls before the end of the next business day.

Messages can be left on the switchboard answer phone outside working hours and appointments can be arranged at other times when this is essential.

#### **A:4 QUALITY MANAGEMENT STANDARD (QMS) AND CONVEYANCING: ACTING FOR YOU AS THE SELLER**

Band Hatton Button LLP is accredited under both ISO9001 and Lexcel/ISO9001 is an internationally recognised Quality Management Standard and Lexcel is a legal sector quality mark. Our administrative procedures and file management are externally audited twice yearly to ensure that the necessary standards are maintained. As part of this audit, the firm's records and files will be checked in a way which ensures that confidentiality is maintained. Your file will be made available for audit unless you specifically request otherwise. Details of both Standards and their relevance to the highest standards of client care and service are available on request.

Band Hatton Button LLP has a contract with the Legal Services Commission in the area of childcare. We are unable to provide any Legal Aid services in any other area of work. If we are acting for you with the benefit of Legal Aid, your file might be examined by the Legal Services Commission or their appointed agents for Audit Management purposes and you consent to this by asking us to apply for Legal Aid on your behalf.

If you instruct us to act on your behalf under the terms of a legal expenses insurance policy, we will usually have to share information with the insurer and you will consent to any such reporting conditions as might apply under the policy by instructing us to act in conjunction with it.

To protect against the risk of fraud in conveyancing transactions we support the Safe Buyer Scheme. If we are acting for you in the sale of a property, we will submit details of the transaction to the Safe Buyer Scheme to enable the buyer's solicitors to verify that it is not a bogus sale and to avoid payment redirection fraud.

#### **A:5 QUESTIONNAIRES - SURVEY AND COMMENTS**

At the conclusion of a transaction, we will usually send you a Client Feedback Questionnaire. There is naturally no obligation to answer this, but we do appreciate your assistance in completing this form as it enables us to maintain a higher standard of client care and service. We may publish your comments or share them with others but we will not reveal your identity or attribute the comments to you personally without your permission.

#### **A:6 RETENTION OF FILES AND STORAGE OF DOCUMENTS**

We will retain an electronic copy of your file for a minimum of 6.5 years after the file is closed. The original file which may contain original documents and correspondence received from you, third parties, the court etc. will be physically destroyed on the closure of the file. We may, at our discretion, store some original documents or you may collect them or ask us to post them to you at your own risk, by ordinary first class post.

We will keep these records for our own internal purposes only and only for so long as we might think is necessary. Whilst the information belongs to you, it does not create an obligation on our part to retain the information for future use by you or any 3<sup>rd</sup> party.

Prior to the closure of the file, you are entitled to see the file if you wish, or provided all fees and disbursements have been paid, you are entitled to receive your file.

We have facilities for storing original deeds and other important documents, and we are pleased to provide these services free of charge for wills, powers of attorney and trust deeds.

We will tell you if it is important to keep originals of any other documents from your file such as property deeds or settlement agreements. At your request we can store these documents for you for a charge of £100 + VAT payable when you ask us to keep them for you. If, whilst we are storing your documents, it becomes no longer necessary to keep originals (for instance through a change in the law/procedure), we will contact you to offer the return or secure destruction of the originals and we shall keep certified electronic copies.

You may be charged, at our discretion, for administrative costs of retrieving deeds and documents from storage or releasing Will or property deeds. We may make a charge if either you or a third party acting on your behalf requests information from your electronic or physical file (where it exists), or requests your property deeds or Will. We will notify you of our charges at that time.

#### **A:7 COMMISSION RECEIVED**

Any commission that we receive as a result of acting for you will be applied to your benefit towards our fees for the work involved, and towards any other outstanding charges. Any balance will be paid to you.

This position may be affected if you have entered into a separate written agreement with us, which will deal with various matters including commission. This will only apply in a very limited number of cases.

#### **A:8 BANK INTEREST**

As part of carrying out your instructions to us, we may need to hold your money in our client account. In holding money, we have an obligation to pay interest on that money at a fair and reasonable rate and are required to put in place an interest policy; this policy sets out the guidelines for when interest will

be paid and is available on our website; or, for electronic copies of this document via this link - [www.bandhattonbutton.com/bank-interest-policy/](http://www.bandhattonbutton.com/bank-interest-policy/).

Should you require a hard copy please let us know.

#### **B: FEES**

##### **B:1 HOW WE CALCULATE OUR FEES**

Our fees are calculated mainly by reference to the time spent working for you, which we record daily on our computer system. Different hourly rates will be charged according to the status of the person who handles the work for you and possibly according to the type of work involved. Information as to how much time has already been spent on your file or is likely to be

spent for the matter to reach a conclusion and of the appropriate hourly rates are available upon request from the person responsible for the day to day handling of your matter, at any time during the course of the work which we carry out for you.

There may be other factors in addition to the time spent, which will affect the fees we charge, for instance the importance and complexity of the matter, the value of the transaction and exceptional urgency.

With regard to routine communications, we charge clients based on 1/10th of our normal hourly rate for each telephone call and email (received or made) or letter (received or sent).

In some cases we might obtain information on your behalf from our subscription database of Company House information (currently Risk Disk) either to assist your matter or for client identification purposes for which we will charge a fee of £5 plus VAT on each occasion that we obtain the information. Any necessary consideration of the information and advice based upon it will be charged by reference to the time spent in that regard.

Our hourly rates are reviewed each April. If your matter has not been concluded before the next review takes place, the rates might increase but we will advise you in writing of any variation in the charge rate.

You have the right to have your invoice assessed by the Court under Part 3 of the Solicitors Act 1974 within one month of the date of receipt of our invoice. We are entitled to charge interest on the outstanding amount of the invoice in accordance with article 5 of the Solicitors' (Non- Contentious Business) Remuneration Order 2009.

In some limited areas of work you might have to pay the costs of a third party. When applicable we shall endeavour to obtain a firm figure, a clear estimate or an upper limit for such costs and to let you know when they are likely to be payable.

## **B:2 ESTIMATES AND FIXED FEE QUOTATIONS**

We are able in some instances to give you fixed fee quotations for certain types of work, e.g. most residential property transactions, Wills, undefended divorces, some undefended debt recovery and residential possession claims.

We will provide you with a written estimate of our legal fees and detail any disbursement costs you will incur. The estimate is an indication of the likely overall costs for your individual matter. In some cases it is not possible to determine the likely overall costs at the outset; therefore, we will give you the best information possible at that time and keep you informed of all charges as the matter progresses at least every six months.

On occasion, we will ask clients to agree an upper limit for our legal fees, which you are liable to pay in full without any further authority. We will not exceed an agreed limit without written confirmation of your agreement to a revised figure.

## **B:3 DISBURSEMENTS**

"Disbursements" are payments that we make on your behalf so that the work that we are doing for you can be carried out, e.g. Court fees, search fees or Counsel's estimated fees. Disbursements will be shown separately on our invoice and will be charged in addition to our fees. We will not normally incur a disbursement on your behalf until we have received a payment from you in cleared funds to cover the full cost of the

disbursement and we shall not be responsible for the consequences of any delay in progressing your matter if it is caused by your delay in paying a disbursement for which we have requested a payment on account from you.

## **B:4 VALUE ADDED TAX**

VAT will be charged on all professional fees and on some disbursements at the applicable rate when we render a VAT invoice for those fees and disbursements. Estimates and fixed quotations are given exclusive of VAT, which must be added. The current standard VAT rate is 20%. All estimates and quotations are necessarily subject to alteration with any change in the rate of VAT. Our VAT number is: 159399551.

## **B:5 PAYMENTS ON ACCOUNT, INTERIM INVOICES**

It is our normal practice to request payment of anticipated disbursements and/or on account of our anticipated fees either upon receipt of your instructions, or as the matter continues, as a condition of us starting work on your behalf or of us continuing to act. We shall not be responsible for the consequences of any delay in progressing your matter if it's caused by your delay in making a requested payment on account.

We shall deliver invoices at regular intervals (normally monthly and no longer than quarterly) for work carried out during the conduct of your matter, which enables you to keep track of the costs you incur. Interim accounts of this nature may be for the whole or part of the costs appropriate for the work carried out to date and/or disbursements incurred or to be incurred.

In the majority of cases, we will send your invoice electronically. You may request a hard copy if required. Sending you the invoice by email will be considered delivery of it.

This practice does not usually apply to conveyancing transactions which are normally invoiced at exchange of contracts and/or completion of, although we might submit an invoice at any other time during the transaction if we think it is appropriate to do so.

Unless otherwise agreed, we shall tell you at regular intervals (not longer than six months) how much the costs are at that stage and estimated costs to a conclusion of the matter.

Monies received on account of our costs will be deducted from your final invoice.

## **B:6 LIABILITY FOR COSTS**

In any litigation case (and in certain other limited circumstances) you will have a potential liability for your own costs and those of any other party including:

**B:6.1** Your own costs even where an order for costs is made against your opponent

**B:6.2** Your opponent's costs as well as yours if the case is lost

**B:6.3** Your own costs even if the case is won where your opponent might not be ordered to pay or be capable of paying the full amount.

You might be able to insure against your potential liability for some or all of those costs and we will make enquiries about insurance cover only if you ask us to do so or to advise you about the availability of legal expenses insurance. It is your responsibility to tell us if you think that you might have existing

insurance for any part of your own costs or your potential liability to pay your opponent's costs (see Section C:11 - Ability to Pay and Source of Funding).

#### **B:7 ABORTIVE WORK**

If for any reason we cease to represent you, or a transaction that we are dealing with on your behalf does not proceed, we reserve the right to charge for work carried out. This does not apply if you exercise a right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

#### **B:8 PAYMENT OF FEES**

B:8:1 All invoices must be settled within 14 days of the date of the invoice or the date on which it was first sent to you. Any invoices not paid within such time will attract interest at the rate of 4% above the Bank of England's base lending rate, calculated on the amount outstanding from the date of the invoice until payment.

B:8:2 Unless otherwise agreed the person or persons to whom our Client Care Letter is addressed is responsible for and guarantees payment of all our fees, charges and disbursements even if the Client is a company. If more than one party is to be responsible then all relevant parties should sign the Client Care Letter and their liability will be joint and several, although continuing instructions from or on behalf of any person to whom the Client Care Letter is addressed will be taken as acceptance of these terms and conditions and their liability (whether or not jointly and severally with others) to pay our fees, charges and disbursements. The full names and addresses of any additional guarantors should be given in writing and failure to do so will mean that the person/persons to whom the Client Care Letter is addressed will be fully liable.

B:8:3 In property transactions (and certain similar transactions where monies are payable to another party upon the conclusion of the transaction) we require payment of our fees (cleared funds) prior to legal "completion" taking place. Six working days must be allowed for cheques to clear.

B:8:4 When we are holding monies that are due to you, we reserve the right to deduct our fees and any other payments due to us before accounting to you for the balance.

#### **B:9 UPDATING COSTS INFORMATION**

We will keep you properly informed about costs as the matter progresses and, in particular, we shall where appropriate:

B:9:1 Tell you (unless otherwise agreed) how much the costs are at regular intervals and discuss how you intend to fund these costs

B:9:2 Explain any changed circumstances which will or may affect the amount of costs, the degree of risk involved or the cost benefit of continuing with the matter

B:9:3 Inform you as soon as it appears that a costs estimate or agreed upper limit may or will be exceeded

B:9:4 If relevant, discuss with you your potential liability for any other party's costs and whether such payments may be covered by existing insurance. It is your responsibility to tell us if you think you have any such existing insurance (see Section C:11 - Ability to Pay and Source of Funding).

#### **B:10 ELECTRONIC TRANSFERS**

Please note, monies transferred electronically to any bank account will incur a charge of £35.00 plus VAT for each Telegraphic Transfer ('TT') (guaranteed same banking day) and £18 + VAT for each Faster Payment Service (FPS) Transfer (not guaranteed for the same day). International payments will incur a charge of £35 plus VAT. You will be told in advance if any of these charges will apply. Please note that for banking security reasons we do not send payments of more than £10,000 by FPS transfer.

#### **B:11 BANK DETAILS AND CYBER SECURITY**

If we need to transfer money to you, we will ask you to provide your bank details in person or by post where practicable and will not act on any information received by email until it has been confirmed with you by telephone call to your known telephone number.

Our bank details are:

Bank:	Lloyds Bank, High Street Coventry
Account name:	Band Hatton Button LLP Client Account
Sort code:	30-92-33
Account number:	87661162
BIC:	LOYDGB21033
IBAN:	GB37 LOYD 3092 3387 6611 62

Please always quote our full reference with your payment.

Please check that any payments you are asked to make to us are to this account. We will never tell you of changes to our bank details nor will we accept changes to your bank details by email alone – we will confirm with you in person.

If you ever receive any request or messages from us that look suspicious, please notify us and check with us before you act upon them. For your own protection please see our fraud prevention measures and guidance on our website via the following link - <https://www.bandhattonbutton.com/fraud-prevention/>

#### **B:12 MANAGING YOUR LEGAL COSTS**

For further information on managing your legal costs, please see our website – <https://www.bandhattonbutton.com/wp-content/uploads/2020/01/Managing-Your-Legal-Costs-2020.pdf>

### **C: GENERAL**

#### **C:1 PERSONAL DETAILS - GDPR & DATA PROTECTION ACT 2018**

Certain information that you give us during the conduct of your work may be recorded on any paper file and always onto our computer system to assist us in running our business efficiently. 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, statutory requirements and our duty of confidentiality. Please

note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisors. Information about how and why we use your personal data is set out in detail in our Privacy Notice which is available on our website or for electronic copies of this document please go to - [www.bandhattonbutton.com/privacy-policy/](http://www.bandhattonbutton.com/privacy-policy/)

## **C:2 ANTI-MONEY LAUNDERING, TERRORIST FINANCING AND PROCEEDS OF CRIME REGULATIONS**

We are required by law to satisfy ourselves as to the identity of all Clients. We must receive these documents before we can act on your instructions. It will be necessary to ask you for personal identification (e.g. your Passport) and proof of your address (e.g. utility bill, bank statement etc.)

To simplify this process and to save time we may use an acknowledged identity verification service for which we will charge you a fee not exceeding £10 plus VAT per individual and/or £25 plus VAT per company for a UK search. If you are or your business is, resident abroad then the fee will be more and will be discussed with you.

Any personal data we receive from you or from an identity checking agency will be processed by us only as required to comply with our legal obligations to prevent money laundering and terrorist financing or as otherwise permitted by law or with your express consent.

If any suspicions arise regarding money laundering, terrorist financing or proceeds of crime we are obliged to report these to the appropriate authority and this will override our duty of confidentiality to you. If we make a disclosure in relation to your matter, we may not be able to tell you this and we may have to stop working on your matter.

## **C:3 LIABILITY FOR LOSS OF FUNDS HELD ON ACCOUNT**

All funds held and deposited by Band Hatton Button LLP are processed in accordance with the Solicitors Regulation Authority guidance. The Law Society has its own compensation scheme for its member's investment business. Therefore, it is unlikely that we will be held liable for any loss arising from, or connected with, the collapse of a deposit-taker (bank or building society). Band Hatton Button LLP currently uses Allied Irish Bank (GB) for general client account and other regulated deposit takers for longer term deposits – in which case you will be told where your funds are held. Details of where your funds are held are available on request.

The FSCS (Financial Services Compensation Scheme) limit is currently set at £75,000 and this applies to the individual client. If you hold other monies with the same deposit-taking institution as our client accounts, the limit remains £75,000 for the total amount of funds held. Some deposit-taking institutions have several brands i.e. where the same institution is trading under different names, and if you are not absolutely clear about the ultimate identity of your own bank(s) you should check either with your deposit-taking institution, the FCA (Financial Conduct Authority) or your financial adviser for further information.

We need to bring to your attention that in the event of a claim we might need to release your personal details i.e. full names and address, to the Financial Services Compensation Scheme. Personal details would only be released to this entity and only in the event of you being affected by the collapse of a deposit-taking institution in which we deposit funds. By depositing

money with us or authorising us to hold funds on your behalf, you consent to disclosure of your details in these circumstances.

Please note that if you are a corporate body client that is not considered to be a small company by the FSCS, then your company will not be eligible for compensation.

Further details regarding the scheme and our obligations can be found on both The Law Society website and that of the Financial Compensation Scheme.

## **C:4 CLEARANCE OF FUNDS AND METHODS OF PAYMENTS**

If we have to make payments to another party on your behalf (e.g. on completion of a property purchase, or settlement of a claim), we cannot do so until funds are “cleared” into our client account. The following periods of time are generally required for clearance of funds depending upon the payment method:

i) Cheques (including building society cheques) deposited by you or anyone on your behalf require 6 working days for clearance.

ii) Payments by debit card require 3-4 working days for clearance.

These periods are governed by bank clearance times and are outside our control. It is your responsibility to ensure that payments are received by us in time for cleared funds to be available when they are required and we are not responsible for any delay caused by the bank clearing process.

We only accept payment by credit card for payments in respect of our fees and disbursements incurred or on account.

We do not usually accept cash payments in excess of £750.00, nor make any cash payments to you or on your behalf, save in exceptional circumstances with the approval of a Partner.

## **C:5 TAXATION AND INVESTMENT ADVICE**

In view of the interrelation between legal transactions and taxation consequences, it is recommended that you obtain tax advice. If you would like to discuss your personal situation in more detail, we will be happy to discuss it with your own Accountants, or we can refer you to our Accountants.

We are not regulated by the Financial Conduct Authority and do not provide investment advice. If you require investment advice you should seek this from an Independent Financial Adviser.

We will not be liable in respect of any advice given or work undertaken by any 3<sup>rd</sup> party expert you might consult or retain, regardless of whether we referred you to them

## **C:6 MARKETING**

On occasion, we may write, email or telephone you with details of our services and information regarding changes in the law that may be of interest to you. If you do not wish to receive any marketing correspondence from us, please let us know in writing so that our records can be updated accordingly.

## **C:7 COPYRIGHT**

Unless otherwise specifically agreed in writing, we retain the copyright of all written materials supplied to you. You may use the material for the matter in question, but if such materials



are passed on or disclosed to third parties, we reserve the right to make a proper professional charge for the use of such materials, and to be indemnified by you for all expenses and losses incurred in enforcing our rights in respect of such materials.

#### **C:8 WAIVER/PRIOR TERMS/ALTERATIONS**

Our failure to enforce at any time or for any period any one or more of these terms shall not be a waiver of them or of the right at any time subsequently to enforce all applicable terms and conditions. These terms supersede any prior agreement between us, whether oral or in writing. Any alterations to these terms are not valid unless confirmed in writing and signed by a partner.

#### **C:9 PROPER LAW**

These Terms of Business will be governed by English Law and the English Courts shall have jurisdiction to resolve any dispute relating to these Terms of Business or arising from our professional relationship with you regardless of where you are domiciled or your place of business (Centre of Main Interests).

#### **C:10 ADDRESSES**

Please advise us of any change of address in writing, as soon as possible. We will treat your last known address (or in the case of a Company your last known place of business or your registered office) as your address for service of any formal notice or documents.

#### **C:11 ABILITY TO PAY AND SOURCE OF FUNDING**

You might have the benefit of legal expenses insurance (for example as part of your motor or household insurance). It is your responsibility to check whether you have such insurance and to bring it to our attention so that we may consider it with you. It is your responsibility to make a claim under any legal expenses insurance policy or to pay us to make a claim on your behalf. You will remain liable for any costs that are not covered and paid in full by an insurer under such a policy. Where applicable (mainly in cases of claims and other litigation), we shall discuss with you how, when and by whom any costs are to be met and consider:-

C:11.1 Whether your liability for your own costs can be covered by insurance

C:11.2 Whether your liability for a third party's costs can be covered by insurance (whether pre-paid or after the event) including in every case where a conditional fee or contingency agreement is proposed

C:11.3 Whether your liability for costs (yours or another's) may be covered by your employer or trade union or some other body or organisation.

You must tell us if you think you could be eligible for Legal Aid. We do not provide Legal Aid Services and if you wish to find out whether you are eligible for Legal Aid in connection with any matter it will be necessary for you to instruct another Firm of Solicitors who are authorised by the Legal Services Commission in that area of work (in which case you will still be liable for our charges for work that we have already carried out on your behalf and the disbursements incurred) or to make arrangements to pay for your own costs if you instruct us to continue acting for you.

#### **C:12 COST-BENEFIT AND RISK**

Where applicable, we shall discuss with you whether the likely outcome of the matter on which you have instructed us will justify the expense or the risk involved including (if relevant) the risk of having to bear your opponent's costs.

#### **C:13 EQUALITY ACT 2010**

As part of our compliance with the above, if you need to visit us and if you think there might be circumstances giving rise to difficulties of access to/within our offices please let us know and we will be happy to discuss mutually convenient alternative arrangements such as meeting at your office or home.

#### **C:14 LIMITATION OF LIABILITY**

We believe that the limitations on our liability as set out in this agreement are reasonable having regard to professional indemnity insurance and possible changes in its availability and cost. However, if you consider it insufficient for your purposes, we will investigate options for providing further cover. Our lead Insurer is QBE Insurance (Europe) Limited and our policy number is FINPL 1700094.

We will perform our obligations to you with reasonable skill and care. If we engage third parties to participate in the services that we provide to you then we will not be liable in respect of any advice given or work undertaken by them on your behalf (regardless of whether such persons were introduced by us).

We accept liability without limit for the consequences of fraud by Band Hatton Button LLP or any of its partners or employees within the course of practice and for any other liability which we are not permitted by law or rules of professional conduct to limit or exclude. If any part of this agreement (including provisions as to amount or time limits) which seeks to exclude, limit or restrict liability is found by a court to be void or ineffective on the grounds that it is unreasonable or does not accord with any professional obligation, the remaining provisions shall continue to be effective.

We do not seek to reduce our liability below the minimum prescribed by the SRA, which is currently £3 million for an incorporated practice.

Band Hatton Button LLP (the Firm) 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 will not be liable to the extent caused by the provision of false, misleading or incomplete information or documentation or due to the acts or omissions of any person other than us, except where, on the basis of the enquiries normally undertaken by solicitors within the scope of this agreement, it would have been reasonable for the solicitor to discover such defects.

The total aggregate liability of Band Hatton LLP, its partners and employees to you (and where we are instructed jointly by more than one party, all of you collectively and in total and also including anyone claiming through you) arising from or in connection with this agreement (including any addition or variation to the same) shall not exceed the limit of our professional indemnity insurance cover in place at the time when you notify us of your claim. The limit is currently

£10million per claim. Details of our insurance including contact details of our insurer and territorial coverage of the policy will be made available on request.

You agree that you will not bring any claims or proceedings against our individual partners or employees. This clause shall not operate so as to exclude any liability, which a partner, or employee, is not permitted by law or rules of professional conduct to limit or exclude. This clause is intended to benefit such partners and employees who may enforce this clause pursuant to the Contracts (Rights of Third Parties) Act 1999 ("the Act").

Notwithstanding any benefits or rights conferred by this agreement on any third party by virtue of the Act, the parties to this agreement may agree to vary or rescind this agreement without any third party's consent.

Other than as expressly provided in this agreement, the provisions of the Act are excluded.

Proceedings in respect of any claims against us must be commenced within 3 years after you first had (or ought reasonably to have had) both the knowledge for bringing an action for damages and the knowledge that you had a right to bring such an action and in any event no later than 6 years after any alleged breach of contract, negligence or other cause of action. This provision expressly overrides any statutory provision, which would otherwise apply; it will not increase the time within which proceedings may be commenced and may reduce it.

If we are liable to you either jointly or jointly and severally with any other party: we shall only be liable to pay you the portion which, due to our fault, is found to be fair and reasonable. We shall not be liable to pay you the portion which is due to the fault of another party (irrespective of any limitation provision which may apply to the liability of such other party); and any sum due from us to you shall be reduced by the proportion for which another party would have been found liable if either: you had also brought proceedings or made a claim against them; or we had brought proceedings or made a claim against them under the Civil Liability (Contribution) Act 1978 or any similar enactment under any other relevant jurisdiction.

We shall not be liable for any loss arising from or connected with our compliance with any statutory obligation, which we may have, or reasonably believe we may have, to report matters to the relevant authorities under the provisions of any anti-money laundering or other legislation, which may apply from time to time.

## Client Charter

Our purpose is to deliver excellent legal services with a human touch.

We are passionate about being open and honest with our clients and are committed to talking to clients in terms everyone understands. We don't use legal jargon and we always work with care and compassion to ensure our clients feel comforted, assured and well aware of all of their options.

We always put our clients first and we work hard, using original, informed thinking to come up with solutions that will work for you. We are dedicated to building lasting relationships with clients, based on trust and integrity. We know that our clients need prompt, accurate, tailored advice and our lawyers

are always approachable, accessible and sympathetic to clients' own constraints, worries and priorities, whilst retaining a professional outlook.

This client charter outlines our commitment to our clients and how we will work with you.

### Listening

- We are committed to listening, understanding and helping you achieve your goals
- We will ask you what you think about our service which may include asking you to complete a satisfaction survey.

### Communication

- We will communicate with you in the way you prefer
- We will tell you how long we expect things to take and update you regularly on progress
- If you contact us we will respond or acknowledge receipt of your communication promptly
- If the issue is more time sensitive or you tell us you need a response in a particular timeframe we will endeavour to meet your requirements.

### Looking after you

- All our clients are valued and important
- We will let you know who will be working with you and give you their direct contact details
- We will let you know what to do if you need to contact us out of office hours.

### Fees

- We will be open and transparent about our fees at all times, providing fixed fees where possible
- Where fixed fees are not possible, we will give you the best information that we can on the likely total cost of your case at the outset
- Should anything alter we will contact you before we incur any additional costs
- Any invoice we send you will be clear, describing the work done and amount charged.

### Our people

- We are committed to ensuring that our clients are central to everything we do
- We will ensure our people are properly resourced and have the appropriate training
- When assigning the right person to your case we will take into account your needs, expectations and budget
- We are committed to providing a positive working environment for our people
- Our firm is regularly audited to ensure we maintain the high standards required to keep the quality marks held
- We will check we are providing excellent service by regularly monitoring client satisfaction with mystery shopping and asking clients what they think.

### We need you to

- Tell us what your objectives are and be clear about your expectations
- Respond as soon as possible to requests for information
- Let us know straight away if anything changes
- Work co-operatively with us to agree realistic timescales
- Appreciate that we have to follow a strict professional code of conduct
- Help us keep working for you by paying invoices on time
- Let us know if we are not providing you with the service you expected.

**If things go wrong**

- If things go wrong or you are less than happy with our service please tell us immediately – we welcome your feedback as it helps us provide a better service
- If we cannot resolve the problem we will let you know who to contact with your concerns.