

## Introduction

We value our reputation for high professional standards and are committed to providing you with the highest quality of service, handling your instructions with professional skill, care and attention. We believe it is important to establish a clear understanding of the basis upon which our services are provided to you and this note aims to do that.

There may be sections which are not immediately relevant but as our objective is to build a lasting relationship with our clients, we believe it is appropriate to provide you at the outset with a comprehensive description of the terms upon which we do business.

If at any time you wish to clarify any issue relating to our service then please speak to Louise Greer.

## Communications

We believe it is essential that you are kept fully informed of progress in carrying out your instructions. In addition to any bespoke methods of communication and reporting agreed with you, Louise Greer operates a system to ensure that you have a single, senior lawyer to whom questions concerning our service can be immediately raised.

Louise Greer will undertake all of your work. Our policy is to use the most appropriate specialist(s) to deal with each instruction thereby avoiding time (and money) being wasted by a lawyer researching aspects of law outside his/her core area of competence. Louise will maintain an overview of your affairs and will also have ultimate responsibility for ensuring that she satisfies your requirements.

We are happy to establish a method of reporting specifically suited to your needs (e.g. monthly or quarterly reports, face to face reviews).

Our normal office hours are Monday to Friday, 9am to 5pm with an answerphone service operating during the lunch break (1pm – 2pm) Bank Holidays excepted. Any extended breaks such as over the Christmas period will be published well in advance on our web site – [www.louisegreer.com](http://www.louisegreer.com). A “working day” is defined as a day when this office is open.

## Instructions

In appointing Louise Greer to act on your behalf you are also authorising us to take any necessary steps to protect your interests in that matter, (unless you instruct us to the contrary).

Where we receive instructions from more than one person or company the liability of those persons/companies instructing us will be joint and several.

## Charges

Cost is a central consideration in any business decision. Our charging practices therefore focus on providing a professional service, charging our clients a rate for the job which is demonstrably fair.

We attempt to be flexible in our charging approach and are happy to consider with you a variety of alternatives to the traditional hourly rate including for example fixed fees, fee limits, percentage fees based on specific criteria, or retainers.

Unless a different basis has been agreed with you the law states that our charges will be whatever sum is "fair and reasonable having regard to all the circumstances". In determining fees we take into account with you the following:

- The complexity of the matter or the difficulty or novelty of the questions raised;
- The skill, labour, specialised knowledge and responsibility involved;
- The time spent on the business;

- The number and importance of documents prepared and considered without regard to length;
- The place where, and the circumstances in which, the business is carried out;
- The amount or value of any money or property involved;
- Whether any land involved is registered within the meaning of the Land Registration Act 1925;
- The importance of the matter to you.

As our time and expertise is the core element of our service, time spent is the predominant factor in determining our charges. Our aim is always to carry out your instructions at the level of seniority appropriate to providing an efficient and economic service.

We try to ensure that you are kept fully up-to-date with fees as they are incurred and we advise of any change in circumstances that has a bearing upon previous information given to you about fees. If it is helpful, we can automatically tell you when fees reach a certain level and, if you wish to limit charges that we incur without reference to you, please ensure that you tell us.

Any estimate is given only as a guide to assist you in budgeting and should not be regarded as a firm quotation unless otherwise agreed in writing. Should circumstances change then we reserve the right to vary any quotation.

As our time and expertise is the service we provide and as time devoted to your instructions cannot be reallocated elsewhere, we will generally charge for that time even where the work you have instructed us on does not proceed to completion.

## Rate Reviews

Our hourly charging rates are reviewed periodically and we shall notify you of any changes in these rates as appropriate.

## Expenses

It is often inevitable that we have to pay expenses (sometimes called 'disbursements') on your behalf. Examples include court and commissioner's fees, counsel's fees, search fees, registration fees, stamp duty and special bank transaction costs. It is Louise Greer's policy not to 'markup' such expenses when we re-charge them to you.

Unless you instruct us to the contrary we will take it that we have your authority to pay such expenses as we consider necessary in respect of any particular matter. Some expenses may be substantial and in these cases we may require money on account to be paid to us before we incur any liability.

## Value Added Tax

Any estimates or quotations given by us are net of VAT. VAT will be charged at the appropriate rate on our charges and on those expenses that are liable for VAT.

## Accounts

Every business appreciates the importance of regular cash flow. We are no different and our cash flow is important to enable us to provide the required service and to invest for the future. It is equally important for you to be aware on a regular basis of the fees and expenses which you have incurred. Many of our clients insist on monthly interim accounts and this we encourage.

This may be inappropriate for some types of work. For example, in many corporate and property matters work is undertaken over several weeks and our account would normally be rendered on completion. However we reserve the right to render interim accounts as and when necessary. Louise Greer is always willing to discuss with you the most appropriate accounting procedures for any particular matter.

## Payment

Our terms of business require payment to be made no later than 14 days from the invoice date unless we have told you in writing that a different payment date will apply (e.g. conveyancing transactions where payment is due at completion). If an account is not paid within one month of the invoice date, we shall be entitled to charge interest on the account (including any expenses and VAT) from the date of invoice at a rate equivalent to two and a half per cent above the base rate from time to time of Lloyds Bank PLC.

If any account is overdue for payment, we shall be entitled to refrain from continuing work for you. We shall also be entitled to retain documents and papers belonging to you, together with our papers, until all sums outstanding to us are paid.

If you are a company forming part of a group, we will be entitled to use money (and any accrued interest) held for you or any company in the group that you form part of, in payment or part payment of our invoices rendered not only to you but to any other company in that group, whether such invoices are overdue or not.

## Monies

In certain circumstances we may require you to make payment on account of charges and expenses to be incurred prior to any work being carried out or continued.

If such circumstances arise we will contact you to discuss this. Money held by us for you, whether on account or otherwise, will be placed in our Client Account and you will be entitled to the interest which would have been earned, had it been held in a separate designated deposit account at Lloyds Bank PLC, unless the amount of interest is less than £30.00. Money held by us (and accrued interest) may be taken by us in payment or part payment of our invoices, whether overdue or not.

We take every care to ensure security of your funds. Once funds are deposited with our banker this firm will accept no liability nor responsibility for the Bank's act or omission or solvency. Deposits held in this firm's client account are not covered by the Financial Services Compensation Scheme (FSCS).

## Complaints and Termination of Relationship

Our aim is to provide a service which matches your expectations and instructions. If you are dissatisfied with any aspect of our service, please let us know as soon as possible.

To resolve swiftly any client dissatisfaction, we operate a complaint handling procedure. If you want to discuss any aspect of the way in which your instructions are being undertaken please speak to Louise Greer.

Any complaint will be investigated promptly and thoroughly and an explanation of the investigation will be given to you, in writing, if required. If you are not satisfied with this internal procedure, you may seek further help from the Legal Ombudsman - see [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk).

Our relationship is based on mutual trust and confidence. In the event of that disappearing it would be undesirable for us to continue to work together. Accordingly, we believe it is right that you should be entitled at any time to cease instructing us and similarly we should be entitled at any time to cease to act for you (subject in our case to any overriding professional requirement on us to continue acting). We reserve the right to keep all your papers, documents and funds, irrespective of the matter to which they relate until all fees, expenses owed by you or your associates are paid.

## Confidentiality & Conflicts

All information regarding your business and affairs will be regarded as and kept confidential at all times unless you instruct us to disclose

information or we are compelled to disclose it by law - for example, although not permitted to release information that is subject to solicitor/client privilege, this does not automatically apply in criminal cases relating to such matters as terrorism, drug trafficking and money laundering.

In order to protect your interests, we cannot act or continue to act in circumstances where there is an actual or potential conflict between your interests and the interests of another client of the firm. If this situation arises during our dealings with you we will discuss the position with you and determine the appropriate course of action.

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

## Proof of Identity

The law now requires solicitors, as well as banks, building societies and others to obtain satisfactory evidence of the identity of their clients. We should be grateful, therefore, if you would provide us with documents to verify your identity and address, these should include one or more of:

- current signed passport
- a photo-card driving licence
- birth certificate
- recent gas, electricity or other household bill

## File Storage

We will store files and other papers relating to your matters for such time as we judge reasonable or for such time as we are required by law to do so. Such files or papers may be preserved on microfilm or by other means of image processing. We shall then dispose of them in accordance with our office procedures. This does not apply to the storage of documents of title, deeds and similar items. After completion of any transaction and committal of the file to storage we reserve the right to charge for recovery of your file if you request the same back from storage – there would be a minimum charge of £50 + VAT to retrieve the file from off site storage and a charge for copying any documentation you request where you have already been provided with the same.

## Regulation

This firm is regulated by the Solicitors Regulation Authority (the SRA); for further information please see SRA's web site [www.sra.org.uk](http://www.sra.org.uk)

The SRA has updated their Solicitors Financial Services (Scope) Rules of 2001. These can be found on the FSA web site. The rules require me to inform you of our status and what we can do regarding the sale of general insurance.

This firm is not authorised by the Financial Services Authority. However, it is 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 the business, including arrangements for complaints or redress if something goes wrong, is regulated by the SRA. The register can be accessed via the FSA web site at <http://www.fsa.gov.uk/register/home.do> under the Exempt Professional Firms (EPF) listing.