

# SHEPHERD & CO

## SOLICITORS

Commissioners for Oaths

### *Terms and Conditions*

#### OUR AIM

We aim to offer our clients quality legal advice with a personal service at a fair cost. We hope it is helpful to you to set out in this statement the basis on which we will provide our professional services. The contents of this leaflet follow guidelines issued by the Law Society as to the nature of the firm's retainer with you. The estimated costs are, of course, derived from the firm only.

#### OUR COMMITMENT TO YOU

We will;

**REPRESENT** your interests and keep your business confidential.

**EXPLAIN** to you the legal work which may be required and the prospects of a successful outcome

**MAKE SURE** that you understand the likely degree of financial risk which you will be taking on.

**KEEP YOU** regularly informed of progress or, if there is none, when you are next likely to hear from us.

**TRY** to avoid using technical legal language when writing to you - please tell us when we fail in this aim.

**DEAL** with your queries promptly. We will always endeavour to try to return your telephone calls on the same day.

#### HOURS OF BUSINESS

The normal hours of opening at our offices are between 9.00am and 5.15pm on weekdays. Other arrangements can be made in times of emergency. The Office is closed for lunch

between 1 pm and 2pm. Messages can be left on the answerphone.

If you require directions please advise reception who can send these to you.

Clients are welcome to use our car park. Please note that you might block someone already parked there, or find yourself blocked in by others. This does not normally cause any problems, but please inform Reception when you arrive, so that no one is unduly inconvenienced.

#### PEOPLE RESPONSIBLE FOR YOUR WORK

You will be advised who the person responsible for dealing with your work will be. If he or she is unavailable the appropriate assistant or secretary may be able to deal with your queries. Further particulars will accompany this letter. We will try to avoid changing the people who handle your work but if this cannot be avoided, we will tell you promptly of any change and why it may be necessary.

#### CHARGES AND EXPENSES

Our charges will be calculated mainly by reference to the time actually spent by the solicitors and other staff in respect of any work which they do on your behalf, this will include meetings with you and perhaps others, reading and working on papers, correspondence, preparation of any detailed costs calculation, and time spent travelling away from the office when this is necessary.

We charge for writing letters and making and taking telephone calls, in units of one tenth of an hour. We review the level of our charges regularly and will endeavour not to exceed our estimate unless we have first discussed this with you. We will normally confirm any revised estimate to you in writing.

Our current charging rates should be set out in letter form for you. If you have any query about the charging rates please contact us as soon as possible. These hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed twice each year. This does not necessarily mean that the rates chargeable for your case will increase. If a review is carried out before this

matter has been concluded, we will inform you of any variation in the rate before it takes effect.

The current hourly rates attract VAT at the rate that applies when the work is done. At present, VAT is 20%.

In addition to the time spent, we may consider a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken, any particularly specialist expertise when the case may demand. In particular, in property transactions, in the administration of estates and in matters involving a substantial financial value or benefit to a client, a charge reflecting, for example, the price of the property, the size of the estate, or the value of the financial benefit may be considered. It is not always possible to indicate how these aspects may arise, but we try to present you with the best estimate on the information at hand when the rates are quoted to you. Where a charge reflecting any "value element" is to be added we will explain this to you.

If you instruct us in other matters not directly related to this matter, a further charge may result in addition to our original estimate. If you are at all uncertain about the position as to costs and charges, please feel free to discuss the position with the person in charge of your case to avoid any misunderstandings.

Solicitors have to pay out various other expenses on behalf of clients ranging from Land or Probate Registry fees, court fees, experts' fees and so on. We have no obligation to make such payments unless you have provided us with the funds for that purpose. VAT is payable on certain expenses. We refer to such payments generally as disbursements.

If payment is made by cheque, and the cheque is dishonoured we will charge a sum to cover the work involved which will include the bank charges we have to pay. The current cost is

£25.00 plus VAT.

**SMALL PAYMENTS AND GIFTS TO CHARITY**

In some cases, where we have received payments from you and accounted to you, we can

sometimes find a discrepancy on the Completion Statement. It can happen, for instance, many months after we concluded a case, where a payee has made a refund. Sometimes estimated payments can be found to be less than provided for. Such discrepancies are rare, although they can arise when a matter is conducted with great urgency. Commonly, it may mean an adjustment of a few pence. Rarely does it exceed £5.00. As it can be cost-prohibitive to account for such small sums, we may choose to pay the sum to our Charity Box, for it then to be distributed to local charities.

If you do not wish this to happen, please let us know and we will mark the file accordingly. In any event, we will always account to you for adjustments for discrepancies of £10.00 or over.

#### KEEPING IN CONTACT

We can keep in contact with you in a number of ways.

Writing letters is normally secure, confidential, and the least prone to mistakes or misunderstandings. It is the only fail-safe method.

Telephone calls are more immediate, but not suitable for lengthy conversations. The spoken word can often be misinterpreted. Any important conversations should always be backed up in writing.

Faxed documents are more immediate, but cannot be relied upon for accuracy. The method is not very secure, and this is not recommended for confidential documents.

Emails and attachments are commonly used

and have become a regular feature of office life. Security remains a problem. Our internet server provider advises us that all emails are encrypted. However, attachments may not be secure unless password protected. We are happy to accept email communications, and indeed positively welcome them, but care must be taken in making your email address available to us. If you wish to place restrictions on the sending of particular material, please ensure that you remind us on all communications. We may err on the side of caution when communicating with you by this

method. We recommend that you repeat in all your emails to us, something akin to the following: 'You may / Please do not. send confidential information by email.'

When contacting us, please advise us of the best way of replying to you. If you make a call, and then expect to be engaged or out, please let us know. To preserve confidentiality, we will not usually leave lengthy replies on an answerphone.

If some or all of these methods are inappropriate, please let us know.

#### ESTIMATES

Charges are often submitted on the basis of information currently at hand. They may have to be changed when other difficulties arise and new information comes to light. We endeavour, at every opportunity, to keep you informed of matters which make it necessary to revise the estimate. Due to the nature of the business this can sometimes happen very quickly and may mean that the information has first come by telephone before further being confirmed by letter if possible.

If you instruct us in respect of additional matters, or the matter becomes more complicated, this will lead to additional costs being incurred which may be in addition to any estimate already given.

Once we have been instructed, costs will be incurred even though the matter is not completed.

#### PAYMENT ARRANGEMENTS

Property transactions: we will normally send you our bill following exchange of contracts and payment is required on a purchase prior to completion and at completion on a sale. If sufficient funds are available on completion and we have sent you a bill, we will deduct our charges and expenses from the funds.

Administration of Estates: we will normally submit an interim bill at regular stages during the administration, starting with the obtaining of a Grant. The final account will be prepared when the Estate Accounts are ready for approval.

Other cases or transactions: it is normal practice to ask clients to make payments on account of anticipated costs and disbursements. It is helpful if you can meet requests promptly but if there are any

difficulties please let us know as soon as possible.

We shall deliver bills to you at regular intervals for the work carried out during the conduct of the case. This assists our cash flow and enables you to budget for costs. We are sure you will understand that in the event of a payment not being made we must reserve the right to decline to act any further and that the full amount of the work done up to that date will be charged to you. Accounts should be settled within 28 days. Interest will be charged on bills that are not paid within that time at 8%.

There are several methods of agreeing costs. You can expect to receive a letter detailing our costs in your particular case. In some cases, we may ask you to send us funds in advance of the work to be undertaken. In others, we may render

accounts on a regular basis. In all cases we keep a strict record of the time undertaken in the management of your file, which is available for you to inspect. Please inquire in advance if you would like time to pay. In some circumstances, we can accept payment by Standing Order. If you think you may have difficulty paying, and wish to ask for time to pay, we will endeavour to accommodate you. Non-payment may mean that our work may have to stop.

As confirmation that you would like us to proceed on this basis you are invited to sign a copy of the accompanying letter and return that to the person handling your case. You will then have entered into an agreement which will mean that the firm's fees as set out in that letter will be fixed. Given this agreement, your rights in law to challenge the amount of the firm's fees will be restricted.

Where we accept instructions from more than one person, each individual client is responsible for our costs. Although we may only deliver one account for the work carried out on your behalf, we do have the right to seek full recovery from any one of those jointly instructing us.

#### OTHER PARTIES' CHARGES AND EXPENSE

In some cases, and transactions, a client MAY, be entitled to payment of costs by some other person. It is important that you understand in such circumstances, the other person may not be

required to pay all the charges and expenses which you incur with us. You have to pay our charges and expenses in the first place. Any money we recover in costs can be paid to you subject to our costs in endeavouring to recover them.

If you are successful and a court orders another party to pay some or all of your charges and expenses, interest can be claimed on them from the other party, from the date of the court order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of that interest.

You will also be responsible for paying our charges and expenses of seeking to recover any costs that the Court orders the other party to pay to you.

A client who is unsuccessful in a court case may be ordered to pay the other party's legal charges and expenses. That money would be payable in addition to our charges and expenses. Arrangements can be made to take out insurance to cover liability for such legal expenses. Please discuss this with us if you are interested in this possibility.

#### INTEREST PAYMENTS

Any money received on your behalf will be held in our Client Account. Whilst interest received on bank accounts is very low on non-existent in some cases, we have a duty under the Solicitors Accounts Rules 1998 to account to you for any interest accrued (above £20.00) on any monies we hold for you. For example, if we hold the following sums of money in excess of the time shown below, and receive interest we will account to you.

Amount	1000	2000	3000	4000
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Time	1 week	2 weeks	3 weeks	4 week
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For a sum exceeding £20,000.00 we will account for the full interest. In all cases this must be subject to bank clearance times for cheques. This is only a brief breakdown of our commitment to you for interest. Unless there is any agreement to the contrary, we will account to you for interest on this basis calculated at one percentage point below the current bank interest rate, rounded down. This simplifies the calculation and enables us to

account to you quickly and without additional charge. We are happy to explain the regulations to you further should circumstances arise. We reserve the right to charge for the administrative expenses of arranging calculations and payments to you.

Where a client obtains borrowing from a lender in a property transaction, we will ask the lender to ensure the loan cheque is received by us a minimum of 4 working days prior to the completion date. If the money can be telegraphed, we will request that we receive it the day before completion. This will enable us to ensure that the necessary funds are available in time for completion. Such clients need to be aware that the lender may charge interest from the date of issue of their loan cheque or the telegraphing of the payment.

#### STORAGE OF PAPERS AND DOCUMENTS

After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. In addition, we will keep your file of papers for you in storage until such time as we consider it reasonable to destroy the documentation.

We do not, of course, destroy any such documents as Wills, deeds and other securities which we hold in safe custody. A nominal charge is usually made for the storage of valuable documents but you can always expect to have this agreed with you in advance.

Much of the information on file will be copies retained for our own record. The Solicitors Rules of Professional Conduct [the 'rules'] sets out what you are entitled to. Generally speaking, we retain

copies of what we send to you, and keep the originals of what has been sent to us. If you call for the file, we will provide you with those documents you do not already have. An indication of the cost of production is set out in the next paragraph. There may also be a charge for postage and packaging. We may ask you to submit payment before the file is sent. If you ask for copies of documents you have previously received, a further charge will be incurred, and we will where appropriate advise you of the likely costs before they are incurred.

We do not generally charge for retrieving valuable documents and securities such as Wills, deeds and other securities from storage. However, we may make a charge based on time spent for producing stored papers or documents to you or another at your request. This cost is presently

£60.00 + VAT in straightforward cases, but you

are invited check on the current cost before directing the work to be done.

We may also charge for reading, corresponding or other work necessary to comply with your instructions.

We generally retain files for six years after which they will be destroyed. The exceptions are Wills files which are generally retained whilst the Will is held in our deeds safe, and conveyancing and property matters which are generally kept for 12 years. If a Will is removed, the file will generally be destroyed forthwith, as long as six years has expired.

We do not charge for the storage of papers as these are largely kept for our own purposes, although it can be of considerable benefit to the client. Where you think there are any documents of particular value that you would like us to store safely, we recommend that you ensure that they are stored in the firm's deeds safe. A modest administrative fee is incurred, but you will know that they have been safely retained. Such documents may include Decrees Absolute, Deeds of Trust, Powers of Attorney, Property Deeds and Documents, Letters of Wishes, Wills and Grants of Probate.

#### FINANCIAL SERVICES AND INSURANCE CONTRACTS

If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised by the Financial Services Authority, as we are not. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.

We are 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. Insurance mediation activities and investment services. If something goes wrong, including arrangements for complaints or redress is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at <https://register.fca.org.uk/>.

#### BANK FAILURE

In the event of bank failure, it is unlikely that we would be held liable for any losses of client account funds. Individual clients and small companies would be entitled to some compensation. A corporate body which is not considered a small company by the financial services commission may not be eligible for any compensation. From January 2016 any funds that you hold in a bank will be guaranteed by the Financial Services Compensation Scheme up to the sum of £75,000.00. We currently hold our client account funds with NatWest Bank. Any funds you hold in a related bank would be offset against this limit. If this is of concern to you, it may be advisable that you check as to whether your own bank is related to ours but possibly trading under a different name. In the event of a bank failure, we will need to disclose details to the FSCS.

#### TERMINATION

You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing.

There may be a time when we decide to stop acting for you. This can arise, for instance, if you do not pay our costs or comply with a request for payment on account. If we decide to stop acting, we will tell you the reason and give notice to you in writing.

Under the Consumer Protection (Distance Selling) Regulations 2000, for some non-business instructions, you may have the right to withdraw, without charge, within seven working days of the date on which you asked us to act for you.

However, if we start work with your consent within that period, you lose that right to withdraw. Your acceptance of these terms and conditions of business will amount to such a consent. If you seek to withdraw instructions, you should give notice by telephone, e-mail or letter to the person named in these terms of business as being responsible for your work. The Regulations require us to inform you that the work involved is likely to take more than 30 days.

#### LIMITED COMPANIES

When accepting instructions to act on behalf of a limited company, we may require a Director and/or a controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. If such a request is declined, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses as set out earlier. As an alternative to signing a personal guarantee, the company could of course agree to make funds payable in advance of incurred costs.

#### TAX ADVICE

Any work that we do for you may involve tax implications or necessitate the consideration

of tax planning strategies. We may not be qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, please raise them with us immediately. If we can undertake the research necessary to resolve the issue, we will do so and advise you accordingly. If we cannot, we may be able to identify a source of assistance for you.

#### IDENTITY, DISCLOSURE AND CONFIDENTIALITY

Identity:

We are entitled, and in some cases required, to refuse to act for you if you fail to supply appropriate proof of identity for yourself or for any principal whom you may represent. We may arrange to carry out an electronic verification of your identity if we consider that a saving of time and cost will be achieved by doing so. The cost of any such search will be charged to you. If the amount is in excess of £10 including VAT, we will seek your prior agreement.

Password Protection:

We may from time to time send you documents which can be of a confidential nature. By default, we will generally send these in .doc. excel or .pdf format. We can also send them in pages or numbers (apple mac) format.

We will usually password protect the information by using our reference for the matter, e.g.: for Mr. Smith, our reference would consist of the person with overall control of the matter, the secretary or assistant dealing, and the file number. e.g. ANO\ETL\SMI0023. The PW to open an attachment in this case would be SM10023. if you wish to change this for further security, then we would prefer you to advise us in writing.

Cybercrime:

Solicitors are coming under increasingly sophisticated attacks as internet thieves attempt to gain access to the considerable sums that we can hold for clients particularly when administering Estates or buying and selling property. We will therefore ask you from the outset, in writing, for your bank details. If they are to change, then we will ask you to put such request in writing. There may come a time, when you may wish funds to be submitted to a different account and direct us to act on email instructions or by telephone. If we agree to do so, it must be at your own risk.

Confidentiality:

Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception: legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the Serious and Organised Crime Agency. 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 disclosure.

If, while we are acting for you, it becomes necessary to make such a disclosure, we may not be able to inform you that it has been made, or of the reasons for it, because the law prohibits 'tipping-off'. Where the law permits us, we will tell you about any potential money laundering problem and explain what action we may need to

take.

#### Quality Standards:

We may be subject to audit or quality checks by external firms or organisations. These external firms or organisations are required to maintain confidentiality in relation to your file. We may also outsource work. This might be, for example; typing, photocopying, castings, research or preparation to assist with your matter. Information from your file may therefore be made available to third parties in such circumstances. We will always aim to obtain a confidentiality agreement from the third party.

In order to comply with Court and Tribunal rules, all documentation relevant to any issues in litigation, however potentially damaging to your case, have to be preserved and may be required to be made available to the other side. This aspect of proceedings is known as 'disclosure'.

Subject to this, we will not reveal confidential information about your case except as provided by these terms of business and where, for example, your opponent is ordered to pay your costs, we have to meet obligations to reveal details of the case to them and to the court.

#### COMMUNICATION

We will aim to communicate with you by such method as you may request. As letters can contain sensitive or confidential material, we do not advertise the sender's details on the envelope. Please do bear this in mind, and notify us should you change address.

We may need to virus check discs or email. Unless you withdraw consent, we may communicate with others when appropriate by e mail or fax but we cannot be responsible for the security of such correspondence. Please bear in mind that confidentiality cannot be guaranteed. It is very easy to send something to the wrong address. Accuracy can also be a problem. The printed page remains the most accurate method, if not the fastest or most convenient.

We expect to respond to correspondence within the times set out below. More detailed information may appear in our correspondence with you.

Target response times:

Letters - within three days of receipt. Complicated letters can take longer.

Telephone calls - on the day.

We cannot guarantee returning a call at a specific

time, as we may be engaged then.

Emails - on the day. This is often the best way of contacting us, as your request is in writing, and the response is prompt. If you do not receive a prompt response it may be that the recipient is engaged, away or the email has been lost in the trash. If no acknowledgement is received, please write to the managing partner at [rps@shepherdandco.com](mailto:rps@shepherdandco.com).

During holiday periods, response times for letters may take up to five days, although many clients are content to leave matters in abeyance until their own Solicitor has returned.

We hope that you will be pleased with the work we do for you. However, if you are unhappy about any aspect of the service you have received or about the bill, please contact the fee earner handling your case or with Mr. Shepherd directly. 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 at PO Box 6806, Wolverhampton WV1 9WJ to consider the complaint. 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.

The Data Protection Act requires us to advise you that your particulars are held on our database. We may, from time to time, use these details to send you information which we think might be of interest to you. You are at liberty, at any time, to call for details of the information we hold. We do not send your details to any other institution or third party.

Where we act for two or more clients jointly it is on the clear understanding that we are authorised to act on instructions from either, both or any of them.

#### SERVICE OF DOCUMENTS

We will send documentation to your last known address. It is very important for you to keep in touch with us. If you are intending to change your address or any contact details please keep us well informed.

Where it is necessary to serve documents upon you (and this may include notices to pay or service of proceedings if our account has not been discharged) service will be deemed to have been made at your last known address and to have been received two days after posting.

If we lose contact with you, we will have to take administrative decisions on your behalf. For instance, if you have left a Will with us, this will be held, but the file may be destroyed after the usual retention period has elapsed.

Although your continuing instructions in this matter will amount to an acceptance of these terms and conditions of business, it may not be possible for us to start work on your behalf until a signed copy of the covering letter has been returned to us to keep on our file.

#### PUBLIC FUNDING (formerly known as LEGAL AID)

The contents of this circular are relevant only for private paying clients. Legal Aid is generally only available through firms franchised by the Legal Services Commission. As a private firm we do not

undertake legally aided work. If you wish to explore the possibility of obtaining legal aid, please raise this matter with us at the outset of your case. Please bear in mind that legal aid cannot be granted retrospectively and there will be no facility for you to be able to recover our costs against the Legal Services Commission.

#### CONTINUING AND FUTURE INSTRUCTIONS

Unless otherwise agreed, and subject to the application of the current hourly rates, these terms and conditions of business shall apply to any future instructions given by you to this firm.

#### **RP Shepherd BA (Hons)**

Contact details: Telephone: 01327 350185  
Shepherd & Co is authorised and regulated by the Solicitors Regulation Authority No: 634010