

## TERMS OF BUSINESS FOR PRIVATE CASES

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### 1. Taking care of your case

- 1.1 The Solicitor responsible for your case will be set out in our client care letter to you. They may be assisted by others as the case progresses. If for any reason your Solicitor is unavailable please ask for their secretary who will be happy to assist you where they can or take a message for you.
- 1.2 We try very hard to avoid changing the people who are handling your case but if this cannot be avoided we will notify you promptly as to who will be handling your case and why the change was necessary.
- 1.3 The Partner of this Firm with ultimate responsibility for our work for you is Sam Stevens.
- 1.4 Should you need to contact us to discuss your case our office hours are Monday to Friday 9am-5pm.

### 2 Costs

- 2.1 Unless otherwise agreed with you and confirmed in writing, our charges and expenses will be based on the time that we spend dealing with your case. Time spent on your case will include meetings with you and perhaps others; any time spent travelling; considering; preparing and working on papers; advocacy; correspondence; and making and receiving telephone calls.
- 2.2 The client care letter that you receive will set out our charges Where we have not agreed a fixed fee with you we will charge an hourly rate for each hour engaged on your matter by our team Hourly rates will be reviewed on the 1st April each year. We will add VAT to our charges at the rate which applies when the work is done. At present, VAT is 20%. Please note that the current hourly rates for our Solicitors and Legal Executives are set out below:

Grade	Description	Hourly Rate (subject to VAT @20%)
A	Solicitors with over eight years post qualification experience including at least eight years litigation experience	£217.00
B	Solicitors and Legal Executives with over four years post qualification experience including at least four years litigation experience	£192.00
C	Other Solicitors and Legal Executives and Fee Earners of equivalent experience	£161.00
D	Trainee Solicitors, Paralegals and other Fee Earners	£118.00

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Visit us at [www.allenhoole.co.uk](http://www.allenhoole.co.uk) Email: [lawyers@allenhoole.co.uk](mailto:lawyers@allenhoole.co.uk)

Partners: Sam Stevens Mark Linehan Dianne Heys Matthew Harbinson

*This firm is authorised and regulated by the Solicitors Regulation Authority (Reg No: 462128)*

Also at 31 St Georges Rd Cheltenham Tel: (01242) 522 201 Fax:(01242) 521 651

- 2.3 Other staff may be engaged on your case and you will be notified in advance of their status and hourly rate. Full details of the members of the Allen Hoole team can be found on our website [www.allenhoole.co.uk](http://www.allenhoole.co.uk).
- 2.4 Routine letters that we write, and routine telephone calls that we make and receive will be charged as units of 1/10th of an hour. Other letters and telephone calls will be charged on a time basis.
- 2.5 If your instructions mean we have to work outside normal office hours, we reserve the right to increase the level of the hourly rate(s). You will be notified in writing of any increased rate.
- 2.6 On the 1st April each year we will review the hourly rate(s) and notify you in writing of any increased rate.
- 2.7 In addition to the time spent, we may take into account a number of factors which include the complexity of the issues, the speed at which action must be taken, the expertise or specialist knowledge which the case requires and, if appropriate, the subject matter involved. On the basis of the information currently available, we expect these factors to be adequately covered by the hourly rates set out above. The rates may be higher if, for example, the matter becomes more complex than expected; we will notify you of this.
- 2.8 If you have a query about the level of any revised rates notified to you, please contact your Solicitor immediately.
- 2.9 If you win your case we will make an application to the court for reimbursement of your costs from Central Funds. This will allow a percentage (usually approx 25%) of your costs to be returned to you. If you have been charged with more than one offence and are not acquitted of all charges then costs will be apportioned. It can take 3-6 months for your costs to be reimbursed to you. You must bear in mind that the amount of our costs which you will have to pay is likely to be greater than the amount you may recover from Central Funds.
- 2.10 In addition to our fees we will ask you to pay in advance or reimburse us for any disbursements or payments to others which we will make on your behalf. Examples of such payments include fees for medical reports, experts' reports and barristers' fees. We will pass on these costs to you without any additional administration charges. We will inform you of these items in writing before we pay them on your behalf and they will be shown separately on our invoice, together with VAT where appropriate.
- 2.11 We will inform you if any unforeseen additional work becomes necessary, (for example, if your requirements or the circumstances of your case significantly change during the course of the case). We will inform you of the estimated additional costs in writing before any additional costs are incurred.
- 2.12 You may set a limit on the fees and expenses to be incurred. This means that you must pay those fees and expenses incurred up to the agreed limit without us needing to refer back to you. We will inform you as soon as it appears that the limit may be exceeded and will not exceed the limit without first obtaining your consent.

### 3. Payment Terms / Procedure for Billing

3.1 We will ask you to make a payment to us in advance to cover fees, expenses and disbursements which are expected in the following weeks or months. This helps to avoid delay in the progress of your case. The client care letter that you receive will set out how much we will need on account of our expenses before we can start work on your case. We are under no obligation to start work on your case until payment on account has been made. We do not operate a credit limit for new or existing clients. We will not usually agree to undertake work on the promise of future payment.

3.2 We may request further payments on account for fees and expenses to be incurred as the case progresses. When we put these payments towards your bill(s), we will send you a receipted bill. We will offset any such payments against your final bill, but it is important that you understand that your total fees and expenses may be greater than any advance payments.

3.3 In accordance with the Solicitors Regulation Authority Accounts Rules we are required to hold client money on an instantly accessible bank account ("client account") and to pay interest where it is deemed fair and reasonable to do so. Our policy is that interest payments are secondary to the transaction and as such we are not under any obligation to secure the best available rate on any funds we hold in accordance with your case. Unless otherwise agreed we will not pay interest if the total interest accrued is less than £20.00.

3.4 It is usual for us to bill you for our fees and expenses at the end of your case. However if the case lasts for more than 6 months we may send you interim bills for our fees and expenses whilst your case is in progress. This may be either monthly or at periodic intervals but at least every three months. This enables you to budget as the matter progresses. You will then receive a final bill after completion of the case.

3.5 Our bills are due for payment upon delivery. We operate a strict credit control policy and overdue bills will be subject to recovery proceedings. We may charge interest on the outstanding amount of the bill if the bill is not paid in accordance with our payment terms. The interest rate is 8% per annum as currently provided for in section 17 of the Judgments Act 1838.

3.6 If we have provided you with the relevant invoice, we reserve the right to take any payment due to us from money held on your behalf in our client account which is earmarked for costs or disbursements.

3.7 We reserve the right to ask you to cover our reasonable costs incurred as a result of your not complying with our payment terms. These include charges for preparing and sending you reminder letters and the expense we may incur in tracing you and recovering monies owed to us or otherwise complying with our terms.

3.8 If a bill remains unpaid for more than 28 days after delivery or if you decline or fail to meet our request for payment on account within 14 days (or any lesser time specified in the client care letter) then we reserve the right to cease to act for you. Please note that failure to meet a request for payment on account may result in us being unable to attend court on your behalf.

3.9 We will only transfer funds from the client account to the firm in the event of either an interim or final bill. Any unused funds will be returned to you at the end of the case and only once we have accounted to any third parties for expenses or received payment for any claim against a third party for costs awarded. For example, if you win your case and the court makes an order for some of your costs to be paid by the state, then we will make that claim to the state on your behalf and once paid we will then account to you for any balance owing. If you have any queries about our bill you should contact your Solicitor immediately. If we cannot resolve any complaint about our bill you can invoke our complaints handling policy as detailed in

these terms. You may also be entitled to apply to the court for an assessment of the bill under Part III of the Solicitors Act 1974.

## **4. Confidentiality**

4.1 We take our duty of confidentiality very seriously. The advice that we provide you with cannot normally be disclosed to anyone else. However, under the Criminal Procedure Rules 2005 we can be required by the court to confirm that we have given you advice about certain basic matters such as, that you have been advised about the discount on sentence for a guilty plea; that your trial may go ahead in your absence and also whether we have had any difficulty in obtaining your instructions. We may not disclose, without your consent, details of your instructions and any advice that we give to you.

## **5. Data Protection**

5.1 We may use your personal data (as defined by the Data Protection Act 1998) for the purpose of client identity verification, the provision of any of our services, the marketing and promotion of our services as well as informing you of relevant news and legal developments. The information will be held in hard copy and electronic form.

5.2 Our work for you may require us to provide information to third parties such as expert witnesses and other professional advisers. Any third party to whom we disclose information about you will be under an obligation to keep your information secure and not use it for any purpose other than that for which it was disclosed.

5.3 In certain circumstances your personal data may be transferred outside the European Economic Area (EEA) where data protection legislation may not offer the same protection as within the EEA. If you would prefer that we did not transfer your personal data outside the EEA please inform the Practice Manager.

5.4 You have the right to access personal data we hold about you on payment of a fee of £10 and subject to some exceptions. If you would like to obtain this data please contact the Practice Manager in writing stating what data you require.

5.5 Many of our clients request that we notify them by SMS text message of upcoming dates in their case. If you do not wish us to contact you in this way or process your personal data for marketing purposes or if you do not wish to receive marketing emails or texts, please advise the Practice Manager in writing as soon as possible.

## **6. Anti-money Laundering Obligations**

6.1 We are under a professional and legal obligation to keep your affairs confidential. This obligation, however, is subject to a statutory exception which may require a solicitor who knows or suspects that a transaction on behalf of a client may involve money laundering or terrorist financing to make a disclosure to the National Crime Agency.

6.2 If we have to make a disclosure in relation to your case, we may not be able to inform you that a disclosure has been made. We may also have to cease acting in your matter for a period of time and may not be able to tell you the reasons why.

6.3 As part of our obligations it is necessary for us to verify the identity of our clients. Therefore we require you to supply us with proof of your identity as set out in our client care letter.

6.4 It is our policy not to accept cash payments of more than £500 from clients. 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.

6.5 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 to a third party.

## **7. Equality and Diversity**

7.1 We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. Our Equality and Diversity Policy is available on our website.

## **8. Raising queries or concerns with us**

8.1 We aim to provide you with the highest standards of client care. If at any stage you have concerns about the way your case is being handled, the quality of the service provided by us or a complaint regarding our costs, it is important that you let your Solicitor know as soon as possible so that appropriate steps can be taken.

8.2 In the event that your Solicitor cannot resolve the matter then you can refer the matter to the Practice Manager who will ensure that your complaint is dealt with under our Complaints Procedure. A copy of our Complaints Procedure is available on our website.

8.3 If you are not satisfied with our handling of your complaint you may be entitled to ask the Legal Ombudsman to consider it. Normally you will need to bring your complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within 12 months from when you became aware of the problem. You can contact them at: Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ. Tel: 0300 555 0333. Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk).  
Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

## **9. Storage of Papers**

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

9.2 We will keep our file of your papers (except any of your papers which you ask to be returned to you) for no more than six years. We will keep the file on the understanding that we have the authority to destroy it six years after the date of the final bill we send to you.

9.3 If we retrieve papers or documents from storage in relation to continuing or new instructions to act for you we will not normally charge for such retrieval. However, we may charge you for time spent producing stored papers requested; reading, corresponding or other work necessary to comply with your instructions in relation to the retrieved papers.

## **10. Outsourcing**

10.1 From time to time we may outsource certain activities in relation to your file such as typing or photocopying to ensure that they are dealt with in a more timely manner. We will always gain a confidentiality agreement with the outsourced service provider. Should you not want your file to be outsourced please tell us as soon as possible.

## **11. Review of Files**

11.1 Our Firm is 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 files.

## **12. Terminating this Agreement**

12.1 You may end your instructions to us in writing at any time, but we will be entitled to keep all your papers and documents whilst there is still money owing to us for fees and expenses.

12.2 We may decide to stop acting for you only with good reason. For example, if you do not pay in interim bill or there is a conflict of interest. We must give you reasonable notice that we will stop acting for you.

12.3 If you or we decide that we should stop acting for you, you will pay our fees and expenses up until that point on an hourly rate as set out in these Terms of Business.

## **13. Limitation of Liability**

13.1 Our liability to you for any negligence or breach of contract arising out of this matter, including legal costs and expenses is limited to £2 million We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs of losses attributable to lost profits or opportunities. Information about our Professional Indemnity Insurance is available on request.

## **14. Agreement**

14.1 Your continuing instructions in this matter will amount to your acceptance of these Terms of Business.