

If you require a copy of this document in **large print** please contact us on 0115 851 1666.



Terms of Business

Massers Limited trading as Massers Solicitors ('us, our, we') terms of business are set out below. It is agreed that these terms will apply to the legal case, transaction or other matter that you instruct us on ("the Case") unless otherwise agreed in writing.

1 Case Management

In addition to taking whatever action is necessary on the Case it is our practice to review files at least every 6 weeks and to report to you regularly as and when there is progress to keep you informed as to the situation.

We will communicate with you in plain language and will explain to you by telephone or in writing the legal work required as your matter progresses. We will update you on the costs of your matter at least every 6 months. We will advise you of any changes in the law and where appropriate will update you on whether the likely outcome still justifies the likely costs and risks associated with your matter whenever there is a material change in circumstances. We will update you on the likely timescale for each stage of the Case and any important changes in those estimates. Where appropriate we will continue to review whether there are alternative methods by which your matter can be funded.

On occasion it may be necessary or appropriate for some person other than the person having conduct of the Case to do work on the file.

2 Complaints

We are committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received, or about the invoice, please contact Tim Brooke on 0115 851 1666 or law@massers.co.uk or by post to our Victoria Street office. We have a procedure in place that details how we handle complaints that is available from Tim Brooke or our Office Manager. There are no charges associated with investigating a complaint. If you are still not satisfied with our handling of your complaint you can ask the Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ on telephone number 0300 555 0333, or e-mail at: enquiries@legalombudsman.org.uk or via their website at: www.legalombudsman.org.uk, to consider the complaint. Normally you will need to bring a complaint to the Legal Ombudsman within 6 months of receiving a final written response from us about your complaint and either within six years of the problem happening or within 3 years of when you found out about it. If your complaint relates to an invoice there may also be the right to object to the invoice by applying to the Court for an assessment of the invoice under Part III of the Solicitors Act 1974. Please be aware that the Legal Ombudsman may not deal with a complaint about the invoice if you have applied to the Court to have the invoice assessed and that if all or part of the invoice remains unpaid we may be

entitled to charge interest.

3 Duty and Responsibilities

We will perform your instructions with reasonable care and skill and acknowledge that we will only be liable to you for losses, damages, costs and expenses caused by negligence or wilful default, provided that we will not be so liable if such losses are due to the provision of false, misleading or incomplete information and documentation or due to the acts or omissions of any persons other than us.

4 Our Directors & Employees

Having regard to our interest in limiting the personal liability and exposure to litigation of our Directors, Agents and Employees, it is a fundamental Term and Condition of our engagement (subject to any relevant statutory provision limiting our ability to do so) that you will not bring any claim in respect of any damage against any of our Directors, Agents or Employees and that our maximum liability to you (unless expressly otherwise agreed in writing by a Director) is limited in the manner and to the amount referred to under the heading "Limitation of Liability".

5 Limitation of Liability & Professional Indemnity

Unless agreed to the contrary in writing by a Director, we limit our liability in respect of any claims of negligence, breach of fiduciary duty or breach of contract on the part of our company, its Directors or Employees or otherwise which you may make against us arising out of any matter which we handle on your behalf to a maximum of £8 million. Our Professional Indemnity Insurers are AmTrust International Ltd at 2 Minster Court, Mincing Lane, London, EC3R 7BB. Policy details are available for inspection at our offices. Our territorial coverage is within England and Wales.

6 Electronic Communications

If you give us your e-mail address or mobile telephone number, you agree that we can contact you by this method. However, in giving us such permission, you should be aware that we have no control over the internet or telecommunications systems. We cannot guarantee to you that whoever receives any electronic communication that we send in connection with your Case will receive it in a reasonable time, if at all. We do not accept responsibility if you or anyone else changes any electronic communication that we send about your Case after we send it and if we do not receive any electronic communication anyone sends to us about your Case. We try to ensure that our e-mails and any attachments do not contain viruses by using virus checking software and services. However, we do not guarantee our e-mail to be virus free and strongly recommend that you check any e-mail that we send to you for viruses before opening it.

7 Our Charges

Our charging rates are reviewed from time to time but usually on 1st April each year. Services provided after a review date will be at the increased rates then applicable. You will be notified when the charging rates are changed during the course of a Case but if you require updated information about charging rates at any time, please do not hesitate to ask.

It is usual to ask for payment on account of a sum towards

our costs and/or expenses. As a matter progresses we reserve the right to ask for further sums on account should it seem to us appropriate.

We reserve the right to deduct the amount of our charges from any sums held on your behalf. For example, it is usual if we recover any money on your behalf to deduct our charges and account to you for the balance.

Any money received on your behalf will be held in our client account. Interest will be calculated and paid to you from time to time according to our Interest Policy. A copy of the Interest Policy is available upon request.

8 Expenses

We may be required to pay expenses on your behalf in connection with your Case. These expenses might include court fees, search fees, registration fees, medical report fees, barristers' fees, travel costs, photocopying charges. Usually you will be asked to pay any expenses up front. Whenever we pay expenses on your behalf, we will send you an invoice for those expenses, which is required to be paid on delivery.

9 Invoices

It is our practice to submit interim invoices at intervals during the progress of a Case. We are sure you will understand that in the event of payment not being made, we must then reserve the right to decline to act for you further in relation to all Cases being handled by us at that time. You will also be charged the full amount for the work done up to that date.

Invoices are required to be paid on delivery. If you do not pay on delivery of the invoice, we reserve the right to charge interest from the date of the invoice at the rate of 8% per annum on any amount that you have not paid. Our VAT registration number is 117-591661.

10 Termination

You may terminate your instructions to us in writing at any time. For example you may decide you cannot give us clear or proper instructions on how to proceed, or you may lose confidence in our work. We are entitled to keep all your papers and documents while any money is owing to us.

We will decide to stop acting for you only with good reason and on giving you reasonable notice, for example, if you fail to pay our invoices in full on the due date or fail to pay in advance when we ask.

If you or we decide that we will stop acting for you, you will pay our charges and expenses on the basis agreed.

11 Database of Information

All information that we hold concerning you as an individual will be held and processed by us strictly in accordance with the provisions of the Data Protection Act 1998. Such data will be used by us to provide you with legal services and for related purposes, such as to inform you about our services and events. *If you do not wish to receive this information please notify our office in writing.* We will not, without your

consent, supply your name and address to any third party except where such transfer is a necessary part of the legal services that we undertake or we are required to do so by operation of law.

As an individual you have a right under the Data Protection Act 1998 to obtain information from us, including a description of the data that we hold on you. Should you have any queries concerning this right please contact our compliance officer who is Richard Jackson, a Director.

12 Solicitors' Financial Services (Conduct of Business) Rules 2001

Sometimes conveyancing/family/probate/company work involves investments. We are not authorised by the Financial Conduct Authority and so may refer you to someone who is authorised to provide any necessary advice. However, we can provide certain limited services in relation to investments, provided they are closely linked with the legal services we are providing to you, as we are regulated by The Law Society, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000.

If you have any problem with the service we have provided for you, then please let us know. We will try to resolve any problem quickly and operate an internal complaints handling system to help us resolve the problem between ourselves. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman is the independent complaints handling arm of the Law Society. If you are unhappy with any investment advice you receive from us you should raise your concerns with either of these bodies.

13 Financial Services Compensation Scheme

In the event of a banking failure it is unlikely that the firm would be held liable for any losses of client account money. If a corporate body client is not considered a small company by FSCS, then they will not be eligible for compensation.

We currently hold our client account funds in the Allied Irish Bank (GB). The £85,000 Financial Services Compensation Scheme (FSCS) limit will apply to each individual client so if you hold other personal monies yourself in the same bank or banking group as our client account, the limit remains £85,000 in total per bank or banking group. In the event of a bank failure you agree to us disclosing details to the FSCS.

14 Storage of Papers & Deeds

We are entitled to keep all your papers and documents whilst any money is owing to us. Once your Case is concluded we will retain our file of papers (except for any of your papers which you ask to be returned to you) for a minimum of 6 years after which time the file will be destroyed. We will not destroy documents you ask us to deposit in safe custody.

We do not normally make a charge for retrieving stored papers or deeds in response to continuing or new instructions to act for you. However, we reserve the right to make a charge based on the time spent reading the file in

order to comply with your instructions.

15 Money Laundering

In order to comply with the Law on Money Laundering, we need to obtain evidence of your identity as soon as practicable. It will therefore be necessary for you to send to, or bring into our office, **the originals of two documents of which one at least must be from list A and, wherever possible, showing a photograph:**

List A

- Valid national passport
- Valid UK photo-card driving licence
- Pension book/child benefit book
- Valid HM armed forces photo ID card
- Signed, current photo ID card of employer known to Messers
- Pension travel pass
- Building society passbook
- HMRC tax notification
- Credit reference agency search report

List B

- Gas, electricity, telephone, council tax bill - less than 3 months old
- Most recent mortgage statement
- Bank/Building Society statement - less than 3 months old
- UK credit, debit or cheque guarantee card bearing issuers logo with an original card statement - less than 3 months old
- Council rent book showing rent paid for the last 3 months

If you are unhappy about sending the originals in the post please telephone our office to make an appointment so that the originals can be examined and photocopies taken. If you send the original documents to us, we will photocopy them and return them to you by first class post. You should bear in mind that we can not assume any responsibility for these items when we have posted them back to you. If you wish to collect them personally, please confirm this in writing. If you wish somebody else to collect them for you, they will need to bring appropriate identification and also your signed authority to allow this. Please note that printouts from online utility accounts are acceptable as long as they include the company logo, account reference number, date and full name.

In the Case of a company, the Directors may be required to produce evidence of their identity together with evidence of incorporation of the company.

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 National 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 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 as the Law prohibits "tipping off".

The obligations which we have to make a disclosure can, in

certain circumstances, override the duty of solicitor/client confidentiality and your instructions amount to consent to the reporting of irregularities if we feel it necessary to do so to protect our position.

It is our policy to place a limit on the amount of cash payments which will be accepted. We will not accept cash payments in excess of £250.00. If you try to avoid this policy by depositing cash directly with our bank we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds. Where we have to pay money to you it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party unless the latter is authorised by you in writing.

16 Hours of Business

Our normal opening hours are 9.00 am to 5.00 pm Monday to Friday.

17 Equality & Diversity

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

18 Distance Contracts

If we have not met with you in person or our contract was entered into away from our business premises, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply to this Case. This means you have the right to cancel your instructions to us within 14 days of entering into the contract without giving any reason.

To exercise the right to cancel, you must inform us of your decision to cancel by a clear statement (e.g. a letter sent by post, fax or email) using the contact details on our letter or by completing the cancellation form sent to you.

If you have requested we commence work within the 14 day cancellation period then you will be liable to pay our fees for the work undertaken up to and including the cancellation date. If you wish us to commence work straight away please tick the '**Please commence work now**' box below.

19 Audit

External firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files.

20 Conclusion

Your instructions or continuing instructions will amount to your acceptance of these Terms of Business. If you have any queries, please do not hesitate to contact the person having responsibility for your Case. Please sign and return a copy of these Terms of Business confirming your acceptance to them.

.....continued overleaf

I agree to the above Terms of Business.

Print Name:

Signature:

Date:

Massers Ref:

Please commence work now (tick box)
(see Section 18)

Massers Limited trading as Massers Solicitors are registered in England under Company No. 04227801.