



GENERAL TERMS AND CONDITIONS

1 Introduction

- 1.1 These terms and conditions are provided to comply with certain standards recommended by the Solicitors Regulation Authority (www.sra.org.uk), and also to indicate to clients as clearly as possible the standard of service you can expect from us and the amounts, and how, we will charge for the work we do.
- 1.2 These terms and conditions do not affect statutory and common-law rules which govern solicitors' business, but if there is a conflict between them and these terms and conditions, the terms and conditions will prevail as far it is possible to do so.
- 1.3 When 'we' and 'us' are used in these terms and conditions they mean Chris Sayer Solicitors LLP. Chris Sayer Solicitors LLP is a **Limited Liability Partnership registered in England with number OC378487** and is authorised and regulated by The Solicitors Regulation Authority under SRA number 596276.

2 Responsibility for work carried out on your behalf

- 2.1 The person(s) who will carry out all or the majority of the work on your matter will be shown on the engagement letter which will be sent to you at the outset of your transaction.
- 2.2 In some circumstances, it may be appropriate for some work to be carried out by other members of staff, such as paralegal, secretarial or support staff. This allows us to provide a more efficient service to you, and well as charging you the appropriate amount for the work done. All work by such staff is carried out under the supervision of a solicitor. Overall supervision of the matter is undertaken by Chris Sayer.

3 Charges and expenses

- 3.1 Our fees are based on the amount of time we spend in dealing with your matter. The time we spend will include (but not be limited to) the following types of activities: meetings with you, members of your staff, representatives of other companies and organisations who are involved in the matter we are instructed, drafting agreements and other documents, reviewing and commenting on agreements and other documents, discussing with you and other persons agreements and other documents, correspondence, making and receiving telephone calls, attending meetings, etc.
- 3.2 Our current hourly rates are:
- | | |
|-------------|------|
| Chris Sayer | £150 |
|-------------|------|

Sandra Sayer

£125

- 3.3 Routine letters or emails that we write and routine telephone calls that we make and receive are charged as units of 1/10th of an hour. Routine letters and emails we receive are charged at 1/20th hour. Other letters, emails and telephone calls are charged depending on the length of time they take.
- 3.4 On 1st June each year we review our hourly rates. We will let you know of the new rates.
- 3.5 In addition to the time we spend we also take into account a number of factors which include the complexity of the issues involved in the matter, the speed at which action must be taken, the expertise or specialist knowledge which the matter requires and, if appropriate, the value of the property or subject matter involved. Our rates may be adjusted upwards if, for example, the matter becomes more complex than expected or has to be carried out in an emergency or out of hours. In these circumstances the increased rate will not exceed 20% above the usual hourly rate.
- 3.6 If you require more information or have a concern concerning our rates after a yearly review please do not hesitate to contact us.
- 3.7 We add VAT to our charges at the rate that applies when we carry out the work. Currently this is 20%.
- 3.8 You will also need to pay for expenses we incur on your behalf (disbursements). These include photocopying charges, courier costs, travel expenses, overseas telephone calls, facsimile charges, the costs of using the services of other professional and other persons, such as counsel, consultants, and other agents. VAT is normally payable on these items.
- 3.9 If we need to carry out some unforeseen additional work we will let you know about this (normally before we carry it out), and also provide you with the estimated cost of carrying it out. This can arise because of unexpected difficulties, your requirements changing, circumstances changing during the course of the matter (such as unexpected action or inaction by the other party or parties involved in the matter).
- 3.10 If the matter is not concluded we will still charge for the time we spend and the disbursements and expenses we incur on your behalf, and you will have to pay our charges and expenses.
- 3.11 You can set a limit on our charges and the expenses we incur on your behalf. If you set such a limit, we can charge for work carried out and expenses incurred up to the limit without us needing to refer to you for approval to carry out the work, and you must pay our charges and the expenses up to the limit. If it appears that the limit you have set is likely to be exceeded, we will inform you. We will not exceed the limit without first obtaining your approval to do so.
- 3.12 We will normally ask you to pay certain sums in advance of us carrying out work and incurring expenses on your behalf. From time to time we will ask for further sums in advance during the course of the matter. We will offset such payments made in advance against the invoices we will send to you

from time-to-time and the final invoice. However, you should be aware that the total charges and expenses are likely to exceed the advance payments you have made to us.

- 3.13 We reserve the right to clear any cheques or other forms of payment you provide to us before carrying out any work on any aspect of your case.

4 Invoices

- 4.1 Unless otherwise agreed we will send you invoices for our charges and expenses on a regular basis during the course of the matter, normally monthly. This will enable you to budget. All invoices sent to you are statute bills unless otherwise stated.

- 4.2 You should pay our invoices on receipt. We will charge you interest at 8% per year from 28 days from the date of the invoice. Interest is charged on a daily basis.

- 4.3 If you have any queries about any invoice you receive please contact us immediately.

5 Disputed Invoices and taxation

- 5.1 If you are not satisfied with the amount of our fee you have the right to complain to Chris Sayer on 01904 638038 or by email to chris@chrissayer.co.uk. We have a written complaints procedure which is available on request.

- 5.2 At the conclusion of our complaints procedure you still have the right to complain to the Legal Ombudsman (on Tel 0300 555 0333 email enquiries@legalombudsman.org.uk, or by post to PO Box 6806 Wolverhampton WV1 9WJ). Normally you will need to bring the complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint.

- 5.3 You have also an additional right to apply to the High Court. This court will review the amount charged in an invoice. The process is called 'taxation' and is subject to certain limitations. For details on your rights concerning this, please consult the Solicitors Act 1972 Sections 70 to 72.

6 Electronic mail

Electronic mail enables us to communicate more quickly with our clients (and also for clients to correspond with us more quickly). However, not every client finds this method of communication acceptable. Some have concerns about who might see such correspondence and not every client has systems in place which ensure that only the addressee of an email will see it. If you do not wish us to correspond with you by electronic mail please let us know at the beginning of your transaction. If you do not do so we shall proceed on the basis that you are agreeable to us communicating by electronic mail.

7 Data protection

By your agreeing to Chris Sayer Solicitors LLP acting for you, you are consenting, in accordance with the Data Protection Act 1998, to Chris Sayer Solicitors LLP holding and processing in any form, and transferring, data we collect in relation to you for the purposes of providing legal services. No information concerning you or the matter with which we are dealing with on your behalf will be disclosed or passed onto a third party without your specific authority (subject to the proviso set out in Clause 9 below).

8 Proof of identity

- 8.1 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 complete our Client Information Sheet and would provide us with documents to verify your identity and address. Normally until we have received satisfactory evidence of identity we will not be able to act for you, or receive funds or pay any funds to you or on your behalf.
- 8.2 Please could you provide your current valid passport together with a second form of identity (such as a utility bill, bank statement) which shows your current address and which is not dated more than 3 months prior to the date we ask for evidence of your identity. If you are unable to fulfill these requirements please let us know and we can discuss alternative ways for you to provide alternative means of identity.
- 8.3 If you are an organisation, these requirements will apply to each individual who deals with us on behalf of the organisation (such as directors, managers and employees).

9 Confidentiality, money laundering and proceeds of crime

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 this.

10 Insurance and liability

- 10.1 You acknowledge and agree that if you wish to make a claim relating to or in connection with the services provided by us, the claim can only be brought against Chris Sayer Solicitors LLP and not against the individual members, officers or employees. We believe this is reasonable as it corresponds to modern business practice and that Chris Sayer Solicitors LLP has in place indemnity insurance in excess of the minimum cover required by the Solicitors Regulation Authority.
- 10.2 'Claim' means any claim whether arising out of this agreement or otherwise, and whether such claim is in contract, tort, breach of trust or on any other basis.
- 10.3 Our maximum liability for loss or damage for breach of contract, breach of trust, negligence or otherwise (other than fraud) is £3 million for any one transaction/matter or series of connected transactions/matters.

11 Storage of papers and documents

- 11.1 We are entitled to keep all the papers and documents generated by us or received from you or other persons (including original documents) if some any sums owing by you to us have not been paid at the end of our work on the matter or after the termination of the retainer.

11.2 We normally keep papers for no more than 6 years (except for those you ask us to return to you). We keep the papers on your acceptance that at the end of 6 years after the date of the final invoice we sent to you we have your express authority to destroy the papers. However, we will not destroy papers you have expressly asked us to deposit in safe custody.

11.2

11.3 We do not usually charge to retrieve papers or documents held in storage where you providing continuing or new instructions. We may charge (based on the time we spend in producing stored papers or documents) for producing them to you or to another person at your request.

12 Termination

12.1 You can terminate your instructions to us in writing at any time. But if you have not paid all the sums owing to us, we are entitled to keep your papers and documents until you do so.

12.2 During the course of the matter you may come to believe that we should stop acting for you, for example if you cannot give us clear or proper instructions on how we should proceed, or it is clear that you have lost confidence in the way in which we are carrying out work on your behalf.

12.3 We will only stop acting for you when we have a good reason to do so; for example:

12.3.1 if you do not pay one or more of our invoices, or

12.3.2 if you do not make an advance payment promptly when we required to do so, or

12.3.3 if you provide instructions which are unreasonable or would require us to breach a professional rule or a duty to the court or involve the commission of a criminal offence.

12.4 If we decide to stop acting for you we will give you reasonable notice that we are to stop acting. The precise length of the notice will depend on the circumstances.

12.5 If you decide that you no longer wish us to act for you, you will pay us for the time we spend based on hourly charges plus any expenses incurred up to the date of our ceasing to act for you.

13 Our service and complaints

13.1 Our aim is to provide a service with which you will be satisfied. However, we do realise that on some occasions your expectations may not be met or that you may have a query or concern or simply be dissatisfied. If any of these occur, initially please raise them with the person(s) named in our engagement letter sent to you at the beginning of your transaction. If you cannot resolve them to your satisfaction or would not wish to speak to the person named, then please contact the person named who has overall responsibility for your matter – Chris Sayer.

13.2 We have a written complaints procedure. If you would like to receive a copy of it please contact Chris Sayer on 01904 638038 or by email to chris@chrissayer.co.uk.

13.3 If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman (Tel 0300 555 0333, email enquiries@legalombudsman.org.uk, or by post to 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.

14 Further instructions concerning non-contentious matters

If you provide us with further instructions concerning other non-contentious matters, these general terms and conditions will apply, unless we agree otherwise.

15 Law and jurisdiction

This agreement shall be governed by and construed in accordance with the law of England and Wales and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

16 Payments in lieu of interest on client funds

Chris Sayer Solicitors LLP (the firm) have a policy of paying an amount in lieu of interest (“interest”) to clients where the firm holds money in a general client account on their behalf in the course of providing legal services.

16.1 Rate and calculation of interest paid

The rate of interest the firm pays on such funds fluctuates depending upon the rate of interest that the firm can secure from its principal bankers from time to time.

The firm does not pay the full rate of interest which it earns on general client funds to clients because this is an enhanced rate that the firm can secure from holding large levels of client funds in aggregate.

The calculation of interest due to a client on a matter accrues three days after client funds have been received into the general client bank account of the firm and is calculated on a daily compounded basis.

In the event that the calculated total interest accruing to a client for the duration of a matter is less than £20 then no interest will be paid to the client on the basis that it is a de-minimis amount. The firm takes the view that any amount below £20 is reasonably retained by the firm to cover the administrative cost dealing with client funds.

16.2 Protection of client money

The firm has an active policy of considering the potential exposure of client funds to commercial risks and regularly reviews the choice of banking institutions where the firm holds client funds.

The firm is not in this capacity acting as financial advisers and whilst the firm will take reasonable steps to protect client funds such actions will only ever be based on information available in the public domain.

Clients should note that the protections from the Financial Services Compensation Scheme do not

provide individual clients with any significant degree of protection in the same way that might exist if the client held the funds personally.

16.3 Alternative arrangements

Clients have the right to seek alternative arrangements to hold their funds privately during the course of a transaction.

Clients may also request that their client funds are held by the firm in a separate designated client deposit account.

Where a client organises such special arrangements the firm reserves a right to charge, at usual fee earner rates, for any reasonable additional time costs or third party costs that it incurs in implementing a client's request in respect of their funds.

Interest rates

Client Account

Min Bal	0-2000	2001-25000	25001-100000	100000+
%	0.05	0.10	0.15	0.20