

CLIENT CARE STATEMENT

1. INTRODUCTION

- 1.1. The following statement describes the terms and conditions on which this firm provides professional services to its clients.
- 1.2. With this statement you should have received from us a letter setting out some further points specific to your case which will include the items on the following list:
 - Informing you of the basis of our charges.
 - The best information possible about the likely cost including a breakdown between fees, VAT and disbursements (payments made on your behalf).
 - A note of your instructions and the next steps to be taken.
 - A clear explanation of issues raised and the advice given.
 - An outline of the action to be taken by us on your behalf and the likely timescale.
 - The strategy decided upon and any case plan.
 - The name and status of the person dealing with the matter and the name of the person responsible for its overall supervision and whom to contact about any problem with the service provided.
 - Any key dates relating to your case.
 - Any limitation on our ability to act for you in all aspects of the matter.
 - Information about what you can do if there are problems with your case.

If you have not received such a letter, please contact the person dealing with your case.
- 1.3. This statement is necessarily quite detailed as it attempts to give a comprehensive explanation of our terms and conditions. We therefore recommend that you read it carefully. If you feel anything is not covered or you want something explained to you, do not hesitate to contact the person dealing with your case and he or she will be happy to help you.

2. WHO WILL YOU SEE, WHEN AND WHERE

- 2.1. Please note that our office opening hours are 9.00am to 5.00pm Monday to Friday. If you are unable to call within these hours, please ask the lawyer dealing with your case whether he or she can see you at another time.
- 2.2. The law is complex and fast changing so our lawyers (the term we use in this document to describe a solicitor, legal executive paralegal or trainee) generally specialise to provide a better service. Accordingly, the firm is departmentalised and spread over a number of offices and you will normally be steered towards a member of the department which deals with the particular area of law to which your instructions relate and at an appropriate branch of the firm. A member of the firm who may have assisted you previously will not necessarily be the best person for you to see in connection with a different area of the law.
- 2.3. There may be occasions when it will be appropriate or necessary for other people in the department concerned to assist with your case. These people will be part of an experienced team and you should not be concerned if this happens. In the event that the day-to-day conduct of your matter passes to a different lawyer, you will be notified of this fact, together with any bearing that this change has on our charges. If another lawyer has to take over the day-to-day running of your case due to a long term illness or departure from the firm, then no charge will be made for the time taken by the new lawyer in acquainting himself/herself with your case.
- 2.4. The lawyer responsible for your work will be identified in the letter mentioned in Section 1.2 above. If he or she is not available when you call or telephone, please ask for his or her secretary or for a colleague who will do all that they can to help you or arrange for the person responsible to contact you. During any extended period when the lawyer responsible for your case is away from the office, for example on holiday, another member of his or her department will be available to answer any important mail and deal with any important queries which you may have.
- 2.5. We would normally expect interviews to be at our office. However, if it would be more convenient and suitable for an interview to take place somewhere else e.g. at your home or place of business, then your lawyer may be able to arrange this, subject to restrictions placed upon us if your legal fees are being paid under public funding.
- 2.6. If you or anyone connected with your case have any impairments, physical or mental, which might interfere with your ability to visit our offices, please speak with your lawyer who will make appropriate arrangements.

3. WHAT LEVELS OF SERVICE CAN YOU EXPECT?

- 3.1. The lawyer dealing with your case will have discussed with you when taking your initial instructions your expectations of the service we will provide. If this was not done you should contact him or her in the first instance.
- 3.2. It is our aim to provide the best possible service to all our clients. To this end we have set objectives for communicating with you and keeping you informed of what is happening in the matter on which you have instructed us. The main objectives are set out below:-
 - (a) We will always try to return telephone calls the same day. If the person you wish to speak to is unavailable, someone will call you to explain and help you as far as they can.
 - (b) All letters and emails requiring a response will be answered promptly.
 - (c) If you require an appointment to see us, then contact the person dealing with your case and he or she (or their secretary) will make the necessary arrangements. We will try and see you at the date and time you request but in any case within three working days. We endeavour to deal with all genuine emergencies immediately.
 - (d) We will keep you fully informed as to what is happening in your case, including providing copies of all relevant documents and letters. In a particularly complex case, we will provide you with a plan of the case at the outset and regularly update this as the matter progresses.
 - (e) Anyone requiring advice at a police station near our offices can always contact us at any time of the day or night by asking the Custody Officer to contact the Smith Partnership emergency number which they will have. At distant stations a Duty Solicitor will be available and he or she can be asked to contact us as soon as the office is open.
 - (f) We will always try to communicate with you in plain language.

4. OUR CHARGES - PRIVATE PAYING WORK

- 4.1. There is an important difference between our agreeing a fixed fee with you, in which event our charges will not exceed the amount quoted plus

VAT (unless we have an agreement that in certain circumstances an amended fee can be charged) and a realistic estimate or quotation which is not intended to pre fix our charges and is simply the best information we are able to give about the likely cost. In this type of case, our fees could be more or less than this amount. We are required to advise you periodically of the level of our fees and you are, of course, entitled to agree a fees limit beyond which we cannot proceed without your agreement. We would recommend that you do this.

- 4.2. In most matters it will not be practicable to fix the amount of our charges in advance because this depends on factors which often cannot be determined at the outset. Frequently legal work requires negotiations or dealings with another party and his or her solicitors and we cannot predict whether they will prove co-operative or difficult. If an estimate can be made it will be given but please remember that, as explained below, our charges are mainly based on time spent.
- 4.3. The more work that is done, the higher the fee will be. We are obliged to keep you regularly informed of the level of fees as your case progresses but you should always ask if you are concerned about the cost of your case.
- 4.4. Other than where a fixed fee is agreed, the calculation of our charges is principally based on the time spent by the lawyer dealing with the matter and this may include seeing you and others; time spent travelling; obtaining evidence; considering papers; researching the law; preparing correspondence and documents; attending at Court on your behalf, including waiting time. Letters and emails sent and received are charged at six minutes per page; telephone calls made and received are charged in six minute units. All other work is charged on the basis of time actually spent calculated in six minute units.
- 4.5. Different members of the firm charge their time at different hourly rates which are generally divided into the following categories on a reducing scale:

Partners
Assistant Solicitors
Conveyancers and Legal Executives
Trainee Solicitors
Paralegals

If you are potentially liable to pay our costs based on time spent on your file, you will be told the hourly rates of the lawyer having the conduct of your case in the letter referred to in Section 1.2.

- 4.6. Our hourly rates are reviewed each year and we reserve the right to increase our charge rate. Any change in the hourly rate applicable to your case will be notified to you.
- 4.7. In certain transactions of particular complexity or involving substantial financial consideration or benefit or when there is a particular urgency, our charges may be calculated both by reference to time spent and a value element. The value element reflects the importance of the transaction to you and the consequent responsibility upon the firm. If we consider a value element is appropriate, you will be notified of this fact.
- 4.8. Unless you have entered into a contingency or conditional fee arrangement with us ("no win no fee") then our charges are payable whether or not the case is successfully concluded or a transaction completes. We will be happy to discuss with you any abatement of our normal charges where we feel that the circumstances merit special consideration.
- 4.9. Within any estimate of our fees we will try to estimate the cost of disbursements (payments of expenses on your behalf) such as barrister's fees and search fees. Please note however that it is sometimes difficult for us to assess what disbursements will be incurred and at what cost. Where it is necessary for us to incur disbursements on your behalf, you will be asked to put us in funds to enable us to make the payment.
- 4.10. If you would like to set a ceiling on the costs that may be incurred without prior reference to you we will be happy to try to agree a sum with you and you should discuss this with the lawyer having the conduct of your case.
- 4.11. At the start of your case and periodically afterwards, we may ask you for a sum of money on account of our future costs. This is in accordance with normal solicitors' practice. We will agree a payment on account with you on a case by case basis, but as a guideline we would normally be looking for a payment which approximately covers the value of the anticipated work for the following two months or another suitable period. We may, where we feel it appropriate, require other security for our fees before starting or continuing work.
- 4.12. In property transactions, an account will normally be rendered following the exchange of contracts and if funds are required from you payment will be expected prior to completion, allowing time to clear any payment by cheque. Where sufficient funds are available on completion we will usually deduct our charges from such funds unless otherwise agreed or paid prior to completion.
- 4.13. In the administration of estates an interim account will normally be submitted when a Grant of Probate or Letters of Administration have been obtained. If it then transpires that it will take some time to complete the administration, further accounts will be rendered periodically and the final account will be presented when the estate accounts are delivered for approval. We will usually deduct our charges from funds in the estate if available, if not payment by you will be required.
- 4.14. In other protracted matters carried out on your behalf, it will be our practice to deliver interim accounts approximately every one to two months or another suitable period; this assists our cash flow and helps you budget for any legal fees. Any interim bill we send to you is a self-contained invoice for the work undertaken during the period it covers. We will send you a final bill at the end of your matter, which will cover our work from the date of the last interim bill. You have the right to challenge any interim bill or any final bill by applying to the Court to assess the bill under Part III of the Solicitors Act 1974. Please be aware that the time limit runs from the date of each individual bill.
- 4.15. Any delay in settling an interim account means that we shall be unable to act further on your behalf and the full cost of any work done will be immediately charged to you.
- 4.16. In privately paid matters the amount of each account rendered to you by the firm is a debt due from you and, where no agreement has been reached to the contrary, payment should be made within 30 days without deduction by way of set-off, counterclaim or otherwise. Where payment is not made within 30 days, interest will be added to our costs. See Section 9.1 for further details. Please note that only bills that relate solely to disbursements must be paid in 7 days.
- 4.17. We will also make a reasonable charge for any detailed costs calculation requested.
- 4.18. See Section 12 of this statement regarding limited companies.
- 4.19. Ways to pay:
 - By Cheque: Send your cheque made payable to "Smith Partnership" to Smith Partnership, Norman House, Friar Gate, Derby, DE1 1NU. Please quote your matter reference number on the reverse of the cheque to ensure your account is credited. Cheque payments can take several days to clear so you are advised to avoid this method if clearance may delay your case.

- By Credit Card/Debit Card: We accept Visa, MasterCard and all major Debit Cards. Simply telephone 01332 225225 with your details. Please note that there may be between two and six days from making the payment before it is received by us and you should bear this in mind if your case might be delayed.
- By Cash: At any of our offices, during normal working hours. We can only accept a maximum of £500 in cash unless you are paying a bill for our costs when there is no limitation. If you pay a greater sum than this into our account then we reserve the right to make a reasonable charge for extra work and any disbursements incurred by us in checking and verifying the source of such money.
- By Direct Banking: To make payment, please contact the person dealing with your case who will be able to give you our Bank Account details once any money laundering enquiries have been made.
- By Standing Order: If you have arranged to pay your bill by instalments, these can be made by Standing Order. Call 01332 225430 to request a Mandate Form.

4.20. If more than one interim invoice or disbursement invoice remain outstanding, it will be at this firm's discretion as to how any monies received from you are utilised. We reserve the right to apply any monies received from you to such invoices as we deem appropriate.

5. IF YOU WISH TO DISPUTE OUR CHARGES

- 5.1. Please let us know straight away if you wish to dispute our charges.
- 5.2. Please try to resolve any problem with the lawyer responsible for dealing with your matter. If that is not successful, please follow the procedure set out in Section 5.3.
- 5.3. Alternatively or in addition if you are not satisfied with the amount of our charges then you may be entitled to have them reviewed. This involves you applying to have the bill taxed by the High Court. Further information about this procedure is set out on the reverse of our invoices.
- 5.4. Please note that there are restrictions on the exercise of this right, in particular there are time limits and if you do not act quickly you may be prevented from exercising it.

6. RECEIVING AND PAYING FUNDS

- 6.1. Our policy is not to accept cash from clients of more than £500 per transaction. 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.
- 6.2. Our client account facilities are provided, at our discretion, in order to receive, hold and transfer funds in connection with a matter on which we are acting for you. They must not be shared with anyone else. Any receipts into the client account which are not specifically requested, or which do not correspond to the particulars we have been provided with may be retained pending further investigation or returned to the sender. We require advance notice of all receipts and the reasons for them.
- 6.3. You authorise us to make payments out of the client account without seeking further approval from you where such payments are anticipated in the ordinary course of business. We may insist on verifying the identity of the recipient of funds before we make a payment.
- 6.4. In the absence of specific instructions from you, you hereby authorise us to hold such monies in a non-designated general client account.
- 6.5. We shall not be responsible for any loss or damage arising from the failure, refusal or inability of any bank or other financial institution to repay all or any part of such monies at any time or from their insolvency or failure, or the failure in or of the banking or inter-bank systems.

7. LEGAL FEES RECOVERED FROM ANOTHER PARTY

- 7.1. In the event that you are successful in Court proceedings, you may be entitled to the payment of costs by some other party to the proceedings. The amount payable is normally determined by a procedure called "taxation" or "assessment". However, it is rare for this procedure to result in the other party having to pay the full amount of your legal fees. It is therefore very important for you to be aware that even in the event of a successful outcome you are likely to be responsible for payment of some of your fees. In the event that we cannot obtain actual payment of our costs from another party, despite an Order in your favour, you will have to bear our costs yourself. If the other party has the benefit of a Public Funding Certificate (Legal Aid) it will be particularly difficult to obtain payment of your fees from him or her, even if you win your case. Any interest received on fees payable to another party will be retained by us.

8. LIABILITY FOR ANOTHER PARTY'S LEGAL FEES

- 8.1. Please be aware that in the event that you lose a case against you or you are not successful in your own action, you may incur liability in respect of the other party's costs.

9. CREDIT CONTROL

- 9.1. We are confident that difficulties are unlikely to arise over payment of our fees but it may be helpful to explain at this stage our credit control system. All accounts which are not settled within 30 days are passed automatically from the department within which the work has been carried out to our internal Credit Control Department. That department will take over responsibility for recovering monies owed to us, including interest charged at the rate of 8% from the due date as stated on the invoice or otherwise 30 days from the date of issue. Please note that if we are unable to obtain payment of our costs, we normally institute Court proceedings for recovery of them.
- 9.2. It is very important that if you have a problem with our bill, you should raise the matter immediately upon receipt of it with the lawyer responsible for dealing with your case. If you do not, then you may lose the rights referred to in Section 5.3 and also become liable for interest and additional costs incurred in the debt recovery process.

10. STORAGE OF PAPERS AND DEEDS

- 10.1. In view of the number of cases handled by us we, in common with most other firms, arrange to store our files for various periods according to the matter type and then destroy them. The file may be kept between two and twenty years. To find out the exact life span of your file please contact your lawyer. As some of the papers in the file are your property we wish to inform you now of our policy and give you the opportunity to request the return of your papers at the conclusion of the case. If you do require them please inform the lawyer dealing with your case. If you do not then we shall assume that you are happy for the papers to be destroyed with the rest of the file in accordance with our general policy.
- 10.2. We do not charge for storing your completed files, deeds, wills or securities. However, we do reserve the right to make a reasonable charge if

there is any extra work involved in recovering documents from storage.

11. TERMINATION

- 11.1. If at any stage you do not wish us to continue doing any work and/or incurring charges and expenses on your behalf, you must tell us clearly in writing.
- 11.2. We may be obliged to stop acting for you if, for example, you decline to accept our advice or don't pay promptly a sum we have asked you to pay. In such a case we will tell you the reason and give you notice in writing.
- 11.3. If we cease acting for you, we will be entitled to keep your file and documents until you have paid us all sums due from you.

12. LIMITED COMPANIES

- 12.1. When accepting instructions to act on behalf of a limited company we may require a director/controlling share holder to sign a form of personal guarantee in respect of the charges and expenses of the company. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges and expenses as set out earlier.

13. COMMUNICATION BETWEEN YOU AND US

- 13.1. Our aim is to offer all our clients an efficient and effective service at all times. We are proud that we hold accreditations such as Investors in People and Lexcel. We strive to improve continuously the service to our clients via staff training and development.
- 13.2. We will aim to communicate with you by such method as you may request. We may need to virus check disks or e-mail. Unless you withdraw consent, we will communicate with others when appropriate by e-mail or fax but we cannot be responsible for the security of correspondence and documents sent by e-mail or fax.

14. MONEY LAUNDERING

- 14.1. Anti money laundering procedures are an integral part of everyday good practice for the legal profession.
- 14.2. As part of our procedures and to comply with legislation we have to establish satisfactory evidence of the identity of some of our clients and the validity of their instructions. Where this applies we perform an electronic identity check on each client and may also require answers to additional enquiries about the basis of any transaction which forms a part of the instructions. Details of whether these requirements apply in your case will be made clear in the letter referred to in Section 1.2.
- 14.3. Where such evidence of identity or information is requested and not provided, we will terminate our retainer.
- 14.4. Solicitors are under a professional and legal obligation to keep the affairs of clients 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 by making a Suspicious Activity Report. If this happens, we may not be able to inform you that this has been done or of the reasons for it because the law prohibits our disclosing anything which might prejudice an investigation.
- 14.5. Recent case law concerning this legislation has decided that in certain circumstances your right to confidentiality overrides this obligation to report. This can cause us serious professional difficulties and we wish to make it clear that by continuing to instruct us in this matter you are waiving your right to protection from disclosure in such an eventuality.

15. EQUALITY AND DIVERSITY

- 15.1. We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees and a copy of our policy is available upon request.

16. FINANCIAL SERVICES

- 16.1. If during this transaction 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.
- 16.2. 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 to resolve the problem between ourselves. If for any reason we are unable to resolve the problem between us, then we are regulated by the Solicitors Regulation Authority and complaints and redress mechanisms are provided through the Solicitors Regulation Authority and the Legal Ombudsman.
- 16.3. 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. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Services Authority website at www.fsa.gov.uk/register.
- 16.4. The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Complaints Service is the independent complaints handling body of the Law Society.

17. CONSENT TO INSPECTION

- 17.1. We hold contracts granted by the Legal Aid Agency and Lexcel Accreditation and we are required to have our Client Account audited by a Chartered Accountant each year. Accordingly some client files are from time to time audited by these organisations for compliance purposes.
- 17.2. We will assume that you will consent to your file being audited unless you notify us in writing to the contrary.

18. DATA PROTECTION AND CONFIDENTIALITY

- 18.1. We use the information you provide primarily for the provision of legal service to you and for related purposes.
- 18.2. Our use of that information is subject to
 - The Data Protection Act 2018 which incorporates the General Data Protection Regulations (see Privacy Notice attached for more detail)
 - Your instructions (see below)

- Our duty of confidentiality (see below)

- 18.3. External firms or organisations may conduct audit or quality checks on our practice. These external firms are required to maintain confidentiality in relation to your files.
- 18.4. We are professionally and legally obliged to keep your affairs confidential. However, lawyers may be required by statute to make a disclosure to police/government/financial agencies where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.
- 18.5. If we know or suspect you have given false information in relation to an application for legal aid, we are obliged to disclose that fact to the Legal Aid Agency.
- 18.6. If you wish any other person to be given access to your information, or details of your case (for example a relative) then please contact us and we can discuss the implications of this and advise you further.
- 18.7. You agree to keep confidential any information about the Smith Partnership marked or otherwise indicated as being confidential or which a reasonable person would regard as confidential that is disclosed to you.
- 18.8. You agree to disclose in a timely manner all information which is necessary or reasonably relevant to your matter. You shall ensure that all information you provide is true, accurate and not misleading. You shall notify us in writing as soon as reasonably practicable upon becoming aware of anything which is inconsistent with any information you or someone acting for or representing you has disclosed to the Smith Partnership or which renders any such information untrue, inaccurate or misleading.

19. INTEREST

- 19.1. Any money received on your behalf will be paid into Smith Partnership general client account. Whether we pay interest to you or not is determined by the amount of money we have held and the period involved. If applicable, interest will be calculated and paid to you at the rate set by the Royal Bank of Scotland, although that rate may of course change. Interest on general client money is normally calculated and applied at the conclusion of the matter. The period for which interest will be paid normally runs from the date(s) when funds are received by us until the date(s) of payment out. We will only account to you if the total interest exceeds £20.00. Full details of our policy are available on our website or a written copy can be provided on request.

20. PROFESSIONAL INDEMNITY INSURANCE

- 20.1. Smith Partnership is obliged to carry professional indemnity insurance and our liability to you in relation to your matter shall be limited to the level of professional indemnity insurance in place from time to time. Further details of our professional indemnity insurance are available on our website.
- 20.2. We do not accept liability for any loss or damage above the level of our professional indemnity cover. Smith Partnership will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.
- 20.3. We do not limit our liability for death or personal injury resulting from our negligence; fraud or fraudulent misrepresentation; or in respect of any other matter to the extent that such exclusion or limitation would be prohibited by law.
- 20.4. You will not bring any claim against any lawyer or employee of Smith Partnership in his or her personal capacity in connection with the advice given to you, save in circumstances of fraud by the lawyer or employee. Smith Partnership will not seek to avoid liability to you if you make a claim against us when such claim should be brought against a lawyer or employee.
- 20.5. We accept instructions from you on the basis that our services are provided solely for your benefit and we do not assume any liability to any person other than you in relation to the advice given.
- 20.6. Any liability on our part shall be reduced to take into account any contributory negligence on your part.

21. OUTSOURCING

- 21.1. The lawyer named in the letter mentioned in Section 1.2 shall have primary responsibility for your matter but may delegate appropriate parts to other employees. Sometimes we may ask other companies or people to carry out specific tasks on our behalf, whilst working to our exacting standards. We also reserve the right to subcontract or outsource the storage of papers and deeds as detailed in section 10.

22. CONCLUSION

- 22.1. We hope that this document, together with the accompanying letter issued to you, will provide all the information you require regarding the non-legal issues relating to your case. However, our aim is to provide you with the best service possible and if, as mentioned in Section 1, you want something explained further or if you feel something is missing, please contact the lawyer dealing with your case and he or she will be able to help and advise you.
- 22.2. The contents of this Client Care Statement, and the letter which accompanies it, will form the terms and conditions of our business relationship with you. Your continuing instructions in this matter will amount to acceptance of these terms and conditions.