

TERMS OF BUSINESS

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1. About us

Thursfields Legal Limited is authorised and regulated by the Solicitors Regulation Authority (**SRA**) (registered no. 612944). Thursfields Solicitors is a trading name of Thursfields Legal Limited, a private limited company registered in England and Wales (registered no. 8829685). Our registered office is 14 Church Street, Kidderminster, Worcestershire, DY10 2AH. Thursfields Legal Limited is registered for VAT (VAT no. 275 1215 73).

Our contact details can be found on our website: www.thursfields.co.uk.

In these Terms of Business, “we”, “our” or “us” means Thursfields Solicitors.

2. About these terms

This document contains our Terms of Business and will constitute the contract between you and us, along with the accompanying Letter of Engagement.

The Letter of Engagement summarises the work that you have asked us to carry out on your behalf. Unless specifically agreed to the contrary, the scope of our work will be limited as set out in that letter and will not include specific specialist advice such as tax or pensions advice. The Letter of Engagement will also set out who will have conduct of your matter, the status of that individual and the name of their supervisor. From time to time it may be appropriate to involve other individuals of the firm as well.

The SRA Handbook, which includes the Solicitors’ Code of Conduct, governs our obligations to you and can be accessed at www.sra.org.uk.

You will be deemed to accept these terms of business on the earlier of you:

- signing and returning a copy of an engagement letter referring to these terms of business; or
- using or continuing to use our services. This includes providing any instructions or further instructions to us.

3. What we will do for you

We will:

- update you by telephone or in writing with progress on your matter regularly and explain the legal work required as your matter progresses;
- communicate with you in plain language; and
- update you on the cost and likely timescales of your matter and whether the likely outcomes still justify the likely costs and risks associated with your matter.

4. What you can do for us

You can help us by:

- responding promptly to requests for instructions, information or documents;
- telling us if you have any personal objectives or time limits which would not be obvious to us;
- telling us if you are not sure you understand something we have discussed; and
- telling us if your contact details change and notify us of any other changes that might affect how we deal with your matter.

5. Our costs

Our charges for your matter are as set out in the Letter of Engagement. This may be a fixed fee, an estimated fee or charged at our hourly rates, by reference to time spent by the fee earner with conduct of your matter and any other individual of the firm who deals with your matter. Other factors may also be taken into account in accordance with SRA requirements, for example, complexity, value, urgency and importance to you as the client.

Our hourly charge out rates include time spent advising you, attending with you and others, dealing with papers, correspondence, emails, text messages, telephone calls, travelling and waiting times and any other time spent by us in dealing with your matter. Our rates are reviewed annually with any increase to run from 1 May. You will be notified in writing of any changes.

Time is recorded and charged on the basis of 6 minute units.

It is normal practice to ask clients to make payments on account from time to time. These payments help us to meet our anticipated charges and disbursements (e.g. searches, court fees, stamp duty, probate fees and out of pocket expenses) as they arise, and avoid delaying progress of the matter. A summary of any anticipated disbursements will be set out in your Letter of Engagement.

Where we do have to pay disbursements on your behalf, we will ask you to pay these when they are incurred. We will tell you before we incur any significant expenses. If we are obliged to pay out monies on your behalf against uncleared funds, we reserve the right to charge interest at 4% over the current base rate of Lloyds Bank Plc.

When any amount paid on account becomes exhausted, we may write to you and request further sums on account. All amounts received will be shown as paid on our bills.

We may send you interim bills at regular intervals throughout your matter. The intervals will be at least quarterly unless we have agreed otherwise with you.

If you wish, you may set a limit on the costs and disbursements which we may incur on your behalf. This will mean that we can incur costs and disbursements incurred up to the agreed limit without us needing to refer back to you. We will not exceed the agreed limit without your consent and we will inform you as soon as it appears the limit is about to be reached.

If you wish to enquire about future expenditure at any time, we will give you the best indication possible regarding the likely overall cost. In any event, we will update you as to costs at least every six months. However, such costs can be difficult to assess and you must appreciate that any figures given can only be an estimate.

In our experience, if the costs are dealt with in this way and you are kept fully informed of the costs and expenses throughout the matter, you are not faced with a substantial bill at the end of the matter. This enables you to budget for costs. We are sure that you will understand that in the event of a payment not being made, we must reserve the right not to act for you any further and that, at that stage, the value of the work done up to that date will be charged to you.

As we are VAT registered, our charges (and any taxable disbursements) are exclusive of VAT which will be charged to you at the appropriate rate from time to time.

Making payment to us

Please note that payment of our costs is expected within 14 days of the tax point/date shown on any invoice unless alternative terms have previously been agreed with us in writing.

On any amount (including VAT and disbursements) remaining unpaid after 14 days from the date of the tax point/date shown on our invoice, we reserve the right to charge a fixed administration fee of 15% of the outstanding amount. This fee will be added every 12 months to whatever balance remains due.

We may submit our bills to you by e-mail where you have supplied an e-mail address.

When we are instructed by a company or a limited liability partnership, if our fees (including VAT and any disbursements) are not paid, then you agree that we may recover these from you personally as the director, shareholder or member who has instructed us on behalf of the company or limited liability partnership, or who has provided any further instructions in the course of our work.

For payment we advise that you make a direct bank transfer by online banking quoting your own matter reference, which can be found on your invoice.

Please note, you are advised to attend/telephone our office and check personally with the solicitor (with conduct of your matter) our firm's bank details BEFORE you transfer any monies to us.

Online banking Faster payments

This is the preferred method of payment as funds are cleared immediately upon receipt to your account at Thursfields. Please contact us for the relevant details.

However, you can also use the following methods to make payment to us:

Cheque or cash:

- You can hand deliver a cheque or cash to any of our offices or post a cheque to us
- Please make cheques payable to Thursfields Legal Limited
- Please note there is a cash limit of £500

Via our website:

- Log onto <http://www.thursfields.co.uk/payments/> and follow the instructions
- Please note that once payment has been made, the debit may leave your bank the next working day, but will not credit your account at Thursfields for 4 working days

Credit or debit card:

- You can make a credit or debit card payment at any of our offices or by calling 01562 820575
- Please note that:
 - once payment has been made, the debit may leave your bank the next working day, but will not credit your account at Thursfields for 4/5 working days
 - we do not accept credit card payment for amounts over £5,000
 - we do not accept American Express

We will not email you with any changes to our bank details. If you are asked to send money to another account please advise us immediately.

Contentious Matters:

If we are acting for you in a contentious matter, you will be responsible to us for our fees and disbursements regardless of any order obtained for payment of your costs by another party. Our costs are likely to exceed the sum which you could recover from any other party to the proceedings. You should also bear in mind that you may be ordered to pay the costs of the other party.

6. Handling your money

Money held by us for you, whether held on account of our charges/disbursements or otherwise, will be held in a separate client bank account and administered according to the SRA Accounts Rules 2011 (**Accounts Rules**).

We will pay interest on any monies held in our client account in accordance with the Accounts Rules when it is fair and reasonable to do so. No interest will be paid if the amount is less than £20.00. Any interest due to you will be paid gross. It is your responsibility to account to HM Revenue and Customs for any income tax that may be due. Interest will be payable at a deposit rate reasonably achievable by us commensurate with our obligation to make funds immediately accessible to you.

In the event of a banking failure resulting in the loss of money deposited with a bank or building society, the directors of Thursfields Solicitors will not be liable for this loss. It is unlikely that Thursfields Solicitors will be held liable for any losses resulting from a banking failure.

Under the Financial Services Compensation Scheme (**FSCS**), a limit of **£85,000** will apply to individual clients in the event of a banking failure. This means that if you hold other personal monies in the same bank holding our client account, which is affected by a banking failure, the total limit you may be able to recover is **£85,000**. Our main client account is with Lloyds Bank Plc. We also have client accounts with Allied Irish Bank, Clydesdale, Handelsbanken, Bank of Ireland, Bank of Scotland, Royal Bank of Scotland and Metro Bank.

Where banks or deposit taking institutions have several brands trading under different names, you should check either with the bank or deposit taking institution, the Financial Conduct Authority (**FCA**) or a financial adviser for more information.

We shall assume, unless informed by you to the contrary in writing, that in the event of a banking failure we have your express consent for the disclosure to the FSCS of your details as our client.

7. Confidentiality

We are under a professional and legal obligation to keep your affairs confidential. If we are undertaking work for you in conjunction with your other advisers, we will assume we have your authority to discuss relevant confidential information unless you tell us otherwise.

To ensure compliance with the Law Society's Practice Management Standards and so that we retain our Lexcel Quality Mark, our files are subject to an annual assessment at our offices during which an external assessor (who is required to maintain confidentiality) audits a small sample of our files. Similarly, we may be audited or checked by our accountants or our regulator, or by other organisations. Occasionally we may also give such information to others who perform services for us, such as typing or photocopying.

By instructing us you are confirming that you have no objection to your file being used in one or more of the above circumstances.

8. Anti-money laundering

Confidentiality

If we become aware or suspect that a transaction or matter may involve money laundering, for example, the proceeds of tax evasion or benefits fraud, we are

required by law to disclose this information to the National Crime Agency. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made and the disclosure would override the normal rule of client confidentiality.

Any personal data we receive from you for the purposes of our money laundering checks will be processed only for the purposes of preventing money laundering and terrorist financing, or as otherwise permitted by law or with your express consent.

You consent to us retaining such data for longer than the five year statutory period, unless you tell us otherwise.

Money

It is our policy not to receive a payment or payments in cash totalling more than £500.

We cannot agree to send money to a third party on your behalf unless the circumstances are fully explained to us.

Proof of identity

The law requires us to record evidence of each of our clients' identity as soon as possible.

We require you to provide evidence of your identity and proof of your address. You can either provide:

- a current UK or EU photocard driving licence; or
- two documents from the list below. Please provide one document from list A (identity) and one from list B (address).

LIST A (identity)

- A valid full passport; or
- A valid HM Forces Identity Card with the signatory's photograph; or
- A valid UK Photo-card Driving Licence.

LIST B (address)

- Mortgage statement issued by your present lender for the mortgage accounting year just ended; or
- A Council Tax bill that is less than three months old; or
- A receipted utility bill that is less than three months old; or
- A firearm and shotgun certificate; or
- A council rent book showing the rent paid for the last three months; or
- A recent bank or credit card statement dated within the last 3 months.

If you are a company client, we will require evidence of the existence of the company and confirmation of the officers of the company, from whom we are to take instructions. You will need to provide:

- either your certificate of incorporation, memorandum and articles of association or a recent set of accounts; and
- personal identification for two officers of the company (e.g. director or company secretary) from the above list.

Please bring the original documents to our office. We will photocopy them and retain the copies. If you are unable to do this please take your identification to another solicitor who can provide you with certified photocopies which you can then send to us.

If you do not provide the evidence of identity we regret that we would have to decline to act for you or cease acting for you. If you are unable to produce one of the documents from either list, please contact us for guidance.

Alternatively we could use electronic identification service providers to confirm your identity, and that of any beneficial owners of a business or a trust. If you would like us to do this, please let us know and note that a fee will apply.

9. Conflicts of interest

We will not act if there is a conflict of interest, or a significant risk of conflict, between you and us, or between you and another client, for whom we act, except where we are permitted by the SRA to do so with appropriate safeguards being put in place. To avoid conflicts of interest we undertake searches of our records before commencing work.

10. Corresponding by email

We will communicate with you via e-mail, unless you tell us not to do or it is not appropriate.

Please be aware that e-mail and other modes of electronic and/or internet communications are not secure or error free methods of communication. Information sent via e-mail could be intercepted, lost, destroyed, incomplete or arrive late. Please let us know if you would prefer that we do not communicate with you by e-mail.

We make reasonable attempts to exclude from our emails any virus or other defect that might harm a computer or IT system. You undertake to act likewise with any electronic communications you send to us. Neither you nor we shall have any liability to each other in respect of any claim or loss arising in connection with such a virus or defect in an electronic communication other than where such claim or loss arises from bad faith or wilful default.

11. Insurance

In the unlikely event that we make a mistake in any matter, we confirm that the firm has insurance cover approved by the SRA up to a limit of £10 million per claim. The

firm will not accept any liability for any claim that exceeds this amount. If you believe that any matter may involve a liability of more than £10 million, please confirm this in writing, so that we can obtain a quote for you for higher cover.

12. Data protection

We comply with the requirements of the Data Protection Act 1998 (and any subsequent amendments).

In order to advise you properly, we have to obtain information from you about you and your personal and financial circumstances and we may sometimes have to obtain information about your family and their personal and financial circumstances.

We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- updating and enhancing client records
- analysis to help us manage our practice
- statutory returns
- legal and regulatory compliance

Our use of that information is subject to your instructions, data protection law and our duty of confidentiality.

Please note that our work for you may require us to pass on such information to third parties such as expert witnesses and other professional advisers, including sometimes advisers appointed by another party to your matter. We may also give such information to others who perform services for us, such as typing or photocopying. Our practice may be audited or checked by our accountants or our regulator, or by other organisations

We do not normally copy such information to anyone outside the European Economic Area, however we may do so however when the particular circumstances of your matter so require.

You acknowledge and agree that:

- any or all of the information that we hold about you and/or your family can be held by us on our computer and/or paper files and records, and may be transferred internally; and
- any or all of the information that you give to us may be disclosed to such third parties (including credit reference agencies) as are reasonable in the course of our acting for you.
- if you send us personal data about anyone other than yourself you will ensure you have any appropriate consents and notices in place to enable you to transfer that personal data to us, and so that we may use it for the purposes for which you provide it to us.

Personal checks

We reserve the right to effect appropriate personal checks upon you. These may include, but are not limited to, fraud and credit checks and will be conducted by independent credit reference and/or other agencies. Our request will be recorded by the agency. The information we request is required to enable us to fulfil our statutory and regulatory obligations. All such information will be treated securely and strictly in accordance with data protection law and our duty of confidentiality.

Where we deem such checks to be necessary, the cost of the checks (normally £5 plus VAT) will be charged to you. You will be notified in advance of that cost if it is to exceed £5 plus VAT.

If necessary, the result of any credit check will be used to enable us to decide whether or not any payment requests are acceptable and may also be used for identification purposes, prevention of money laundering, the management of your account and to trace you in the event of an account not being paid.

13. Financial services and investments

During your matter, you may need advice on investments. We are not authorised by the FCA to provide advice on investments. However, as we are regulated by the SRA, 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 included on the register maintained by the FCA 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 SRA, the independent regulatory arm of the Law Society. If you are unhappy with any investment advice you receive from us, you should raise your concerns with either the SRA or the Legal Ombudsman, the organisation dealing with complaints about lawyers.

We may also have to refer you to someone who is authorised by the FCA if you require investment advice that we are not regulated to provide.

14. Storage of information and documents

What happens when we close your file

At the conclusion of your matter, arrangements will be made for the digital copying of such of your papers as we deem it appropriate to copy. The hard copy papers will then be securely destroyed. The digital copy will be retained by us at our discretion but usually for at least six years following completion of your matter. Thereafter, we reserve the right also to destroy the digital copy without further reference to you. You may, of course, request in writing that a digital copy of your papers be made available to you during that time. There is a fee for making and storing a digital copy and an additional fee for retrieval and delivery up to you of the digital copy. The fee which is applicable will be that which prevails at the relevant time and, providing

your account with us is clear, the digital copy may then be collected during our normal office hours on you giving us at least 48 hours notice. Please contact us for more information on our fees.

Safe keeping of documents

We can also arrange safe storage of documents on your behalf (for example, your wills, deeds or powers of attorney). We reserve the right to make a charge to you for the provision of each document we store on your behalf. Please contact us for more information.

15. Your right to terminate

Where the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (**the Regulations**) apply, you have the right to cancel your contract with us for legal services within 14 days from the day after you instructed us or you receive these terms, whichever is later, provided that you do so in writing. A cancellation notice is contained in section 18 of these terms for you to complete and send to us if the Regulations apply to you and you wish to cancel your contract with us.

The right to cancel does not apply if you already started to use our services or if you have signed and returned to us a copy of these terms or a letter referring to them. In that case you will have to pay us the agreed fees including VAT and disbursements or, if the work has not been completed, a fair proportion of these fees including VAT and any disbursements incurred.

Once you have started to use our services, you are entitled to terminate your instructions to us at any time. You will be required to pay our fees for work completed including VAT and any disbursements incurred. We will be entitled to keep the papers and documents held on your behalf until any costs and disbursements owing to us have been settled.

16. Our right to terminate

In certain circumstances, we may consider it necessary to stop acting for you. This might happen, for example, if a conflict of interest arose, if you did not give proper instructions to us as to how we should proceed, or if the payment of an interim payment or request for payment on account has not been made. If we decide to stop acting for you we will notify you immediately. You will be charged for the balance of the work done to date, plus any disbursements and VAT.

17. Dealing with any concerns you may have

We are committed to providing a high-quality service to all our clients. In the unlikely event that you are not satisfied with the service we have provided or the amount of your bill, please contact the solicitor who is dealing with your matter, or their supervisor.

If you are unable to resolve your concerns, please contact Mr Mark Pittaway, our Director for Compliance:

- by post: Hyefield House, 36 Hagley Road, Halesowen, West Midlands, B63 4RH;
- by email: mpittaway@thursfields.co.uk; or
- by telephone: 0121 227 3850.

We have a comprehensive complaints policy which is available on request.

We have eight weeks to consider your complaint. If we have not resolved it within this time or you remain dissatisfied at the end of our complaints process, you may complain to the Legal Ombudsman. The Legal Ombudsman can investigate complaints up to six years from the date of the events complained of or within three years of when you found out about the problem. If you wish to refer your complaint to the Legal Ombudsman, you must do this within 6 months of our final response to your complaint.

The contact details for the Legal Ombudsman are:

- by post: PO Box 6806, Wolverhampton, WV1 9WJ
- by email: enquiries@legalombudsman.org.uk; or
- by telephone: 0300 555 0333.

If you consider our charges to be unfair, you have the right to have them assessed by the court under Part III of the Solicitors Act 1974. Further information is contained within our invoices.

Details of our Professional Indemnity Insurance (PII) are available for inspection at the registered office.

18. Cancellation notice

(Complete and return this form only if you wish to withdraw from your contract with us.)

To: Thursfields Solicitors, 14 Church Street, Kidderminster, Worcestershire, DY10 2AH.

I/We (*delete as appropriate*) hereby give notice that I/We cancel my/our contract for the supply of legal services which commenced on (the day after you instructed us or you receive these terms, whichever is later).

Signed: Name of consumer:

Date: Address of consumer: