BARON GREY
SOLICITORS
EST 1922

# AGREEMENT & OUR TERMS OF BUSINESS

| | |
|---|---|
| Client: | |
| Date: | |
| Ref: | |

**1. Application of Terms**

1.1. In these terms, Baron Grey is referred to as "us" or "we" and our client as "you".
Our contact details are: Langtry House, 441 Richmond Road, Twickenham, Middlesex, TW1 2EF,
Telephone: 020-8891 4311/4044 and Fax: 020-8891 2058.

1.2. These terms apply to all business carried out by us and are to be read in conjunction with all correspondence confirming instructions. If there is a conflict between these terms and correspondence, these terms of business will prevail. Please sign and return this Agreement & Terms of Business at your earliest opportunity and whilst you continue to instruct us we will take it as an acceptance of our Agreement & Terms of Business.

**2. Work covered**

We will exercise due skill, care and diligence in carrying out the legal work identified in your instructions to us and agreed by us as part of our brief.

**3. Who will be dealing with your matter**

You will note in our client care letter who will be dealing with day to day work on your file and also contact details of the senior person who is ultimately responsible for your case.

**4. Investment business**

Occasionally the work we carry out for you involves investments. We are not authorised by the Financial Conduct Authority to give advice and so we may refer you to an authorised advisor.

**5. Money laundering**

5.1. The Money Laundering Regulations 2017, The Proceeds of Crime Act 2002, The Terrorism Act 2000 and Bribery Act 2010 impose on us a statutory obligation to report to the appropriate authorities our suspicion that funds derive from the profits of serious crimes. It is an offence for anyone to prejudice an investigation by "tipping off" a person who is the subject of suspicion or any third party that the person is suspected of money laundering.

5.2. There are also regulations which require us to verify your identity. It is a condition of our accepting new instructions that upon request you provide us with evidence to verify your identity. The law requires solicitors to get satisfactory evidence of the identity of their clients and sometimes people related to them. This is due to the fact that solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money.

5.3. As stated at 5.2 above we are required to verify your ID and to comply with the law. We also may carry out an electronic ID check and the company we use is InfoTrack. If you cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity.

5.4. Pursuant to these regulations we are obliged to keep our records for six years and we are required to obtain up to date ID for returning clients every two years.

**6. Conflict of Interest**

6.1. It is our professional duty not to act for a client if there is an actual or potential risk of a conflict with the interest of one of our clients. We have procedures which make sure that conflict checks are carried out and if there is a possibility of any conflict, we will discuss it with you as soon as practically possible. We would be grateful if you could inform us of any actual or potential conflict or otherwise which may arise as soon as possible.

6.2 Your information will always remain confidential and will not be disclosed to any other parties.

**7. Financial Services Compensation Scheme (FSCS)**

The FSCS is the UK's statutory compensation scheme for customers of financial services firms (banks, building societies, etc). The FSCS can pay compensation (up to £120,000) to consumers if a company is unable, or likely to be unable, to pay claims against it.

It is unlikely that this firm will be held liable for losses resulting from a banking failure.

This firm operates its client accounts through Metro Bank Plc.

The £120,000 FSCS limit applies to an individual client, so if you hold other personal monies in the same deposit-taking institution as our client account, the limit remains £120,000 in total.

Some deposit-taking institutions have several brands, i.e where the same institution is trading under different names, so you should check with your deposit-taking institution, the FCA or a financial advisor for more information.

We will seek your consent for the disclosure to FSCS of your details in the event of a deposit-taking institution failure.

**8. Fee structure**

8.1. Our fee will be fair and reasonable for the work in question in all the circumstances of the particular instructions. A principal element in the calculation of our fee is the time spent by partners and executive staff on the work, including a premium for unsocial hours. In certain property and other transactions, however, the value of the property or the price payable may be the dominant factor in assessing the fee. In the latter case, we will notify you of our proposed fee structure before commencing the work.

8.2. The final fee may also involve consideration of a number of additional factors recognised by the Solicitors Remuneration Orders, including but not limited to:

- the urgency and speed of action required
- the complexity of the transaction
- the responsibility undertaken by us
- the place where the work is carried out
- the value or importance of the work to you
- time spent referring to a value element (such as the price of the property, the size of the estate or the value of the financial benefit).

Our charges on probate matters will contain an element based on the value of the estate. This is because the value is a reflection of the importance of the matter and, consequently, the responsibility imposed on the firm.

How the value element is calculated:

Where a solicitor is acting as an executor (either solely or jointly with another person), the Law Society guidelines suggest the following percentage value formula:

- Value of gross estate less residence 1.5%
- Value of residence 0.75%

Where a solicitor is not acting as an executor, the Law Society guidelines suggest the following percentage value formula:

- Value of gross estate less residence 1%
- Value of residence 0.5%

8.3. Unless the expenses referred to in paragraph 8.6 and the fee are clearly stated to be a fixed sum, any indication of likely costs is an estimate only which is exclusive of VAT and those expenses referred to in paragraph 8.6 and is subject to change as matters progress and the full amount of work becomes apparent. The level of fees will be periodically advised to you as matters progress or if the original estimate is likely to be substantially exceeded, unless this is clearly apparent from the circumstances.

8.4. Figures estimated or quoted will not cover work carried outside the original instructions for which an additional charge, based on the principles referred to above, will be made.

8.5. Our fees include all professional, secretarial and administrative time.

8.6. Expenses incurred in carrying out your work will also be added to the account including outgoing foreign telephone calls, fax transmissions, photocopying, specific travelling, hotel and restaurant expenses, courier and bank charges.

8.7. Taxes payable, such as stamp duty and fees incurred including those of Counsel, enquiry agents/process servers and the Court are also payable by you. As we are directly responsible for the fees incurred on your transactions, payment of them in full will be required in advance.

8.8. Our fees are payable as set out above even if the proposed transaction is not completed.

8.9. VAT will be charged where applicable on fees and expenses at the appropriate rate.

8.10. Subject to the above our hourly rate for our legal staff are as follows:

- Principal - £350.00
- Senior Solicitor - £300.00
- Solicitors - £250.00
- Trainee Solicitors - £200.00

8.11. Letters and emails sent out and received on your behalf and routine calls made or received are charged at a notional rate of 6 minutes of your solicitor's time (1 unit).

**9. Payment of fees**

9.1. Subject to paragraph 9.2 our account is payable within 14 days of it being delivered and it can be made by a number of methods, including cheque, bank transfer, credit or debit card and small amounts in cash (up to £500). Our preferred method is a bank transfer to our client account, details below. **It is imperative that you mark any bank transaction clearly to include our reference and your full name:**

Metro Bank, One Southampton Row, London WC1B 5HA
Client Account no: 32729363 Sort Code: 23-05-80

Where payment is made by credit card, we reserve the right to add a surcharge of 2% plus VAT where appropriate. Payment by credit card should, wherever possible, be made personally at our offices. If this is not possible, we reserve the right to require information, sufficient to satisfy us that payment is being made by the card holder.

In order to provide maximum protection against fraud, we recommend that you always telephone our office to confirm bank account details before the transfer is made.

9.2. In property matters and other capital transactions, unless previously agreed:

9.2.1. fully cleared funds, including fees, VAT and expenses, will be required in our account before completion of a transaction: and

9.2.2. fees, VAT, expenses and any other monies due to us from you on any account will be deducted by us from money held in our client account on your behalf.

9.2.3. we accept no liability for any loss arising from delay in the clearance of funds which is not attributable to us.

9.3. We may periodically invoice you for fees and expenses even though the work is not completed. We will usually invoice you every 3 months, unless the work is completed within that time or circumstances or the amount due are such that we consider another billing basis more appropriate.

9.4. It is standard practice that we ask all our clients for a payment on account of anticipated costs and expenses, including Counsel's and other fees which are required before any work is undertaken.

9.5. If any requests for payment on account or settlement of an interim account are not met on time, we are entitled to cease further work on that matter and any other matter being handled by us for you. In such circumstances, we accept no liability for the effects of delays.

9.6. We reserve the right to charge interest at 8% above the Bank of England base rate.

**10. Interest**

We will account to you for any interest earned on your cleared funds held by us at the rate paid to us by our bank on this balance provided the total interest accruing exceeds the sum of £50 as recommended by the Solicitors Regulation Authority.

**11. Lien**

11.1. Notwithstanding any other rights or remedies under these terms or otherwise, we have general and particular lien over any of your property, including without limitation deeds, documents and papers, coming into our possession or control or that of our agents for all amounts and liabilities whatsoever due or becoming due to us from you.

11.2. If we in our absolute discretion agree to permit you to use any of your property referred to in paragraph 11.1 at a time when there are amounts due to us from you, you will hold such property subject to our lien and will return it to our possession immediately upon our notice to you requiring the return of such property.

11.3. We may enforce our lien under paragraph 11.1 by the sale by auction or private sale of all or any part of your property, including part of an individual item, in our possession.

**12. Files and documents**

12.1. Documents may be retained in storage on your behalf for a reasonable period. If you wish to ensure retention of papers, you should make specific arrangements with us. Where you request documents to be sent to you or a person authorised by you, we are entitled to make a reasonable charge to reflect the handling costs and time involved.

12.2. The copyright in all original documents prepared by us and in our publications and practice notes is and will remain our property.

**13. Comments and Complaints**

We are committed to providing a high quality legal service to all our clients. However if you want to make a comment or a complaint about the service you have received from Baron Grey solicitors this firm operates a complaints procedure.

Any complaint you have will be dealt with under this procedure, a copy of which is available on request from our office.

If you continue to be dissatisfied when we have completed our investigation you can contact the Legal Ombudsman service by post, telephone or email.

There may also be a right to object to the bill by making a complaint to the Legal Ombudsman or by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974.

Complaints about a client's right under the General Data Protection Regulation must be submitted to the Information Commissioner's Office- ico.org.uk

**14. Anti-Discrimination Policy**

Baron Grey Solicitors operates an anti-discrimination policy. We are committed to eliminating discrimination and promoting equality and diversity. A copy of the policy is available from our office on request.

**15. Liability**

15.1. We will only be liable to you and not to any third party. We may wish to restrict our liability to you in specified circumstances in which case we will notify you in writing and bring it to your reasonable attention.

15.2. We will not be liable for advice given or documents prepared relating to particular circumstances or for a particular transaction if such advice or documents are used without our consent in other circumstances or for another transaction.

15.3. One such specified circumstance in which we wish to restrict our liability to you is in relation to any money funds held in our client account which is lost as result of any insolvency nationalisation collapse partly or wholly or otherwise of any bank or other financial institution regulated by the Financial Services Authority

15.4. In the event of clause 15.3 coming into effect we wish to limit all claims against us to the amount you will be eligible to under the Financial Services Authority's Depositors' Compensation Scheme

15.5. The limitation of our liability under 15.3 & 15.4 does not limit or exclude our liability in respect of any undertakings made by us.

**16. Confidentiality**

Any correspondence or reports prepared on your behalf are confidential as between us, unless otherwise clearly agreed or implied by the circumstances.

We use cloud storage for client files. Our cloud software provider is LEAP. LEAP's cloud infrastructure is provided and maintained by industry leading cloud-platform provider who demonstrates a commitment to information security at every level of the organisation and complies with internationally recognised standards.

**17. Data protection**

17.1. Our use of your personal date is subject to your instructions, the UK General Data Protection Regulation, other relevant UK legislation and our professional duty of confidentiality.

17.2. Your details are kept on our cloud software which we use for clients' files. Some of this information (e.g., name, address) is used so that we can send you information about us and our services.

17.3. None of the information that we hold will be disclosed to third parties except in the ordinary course of acting for you or if required by law (e.g. expert witnesses and other professional advisers).

17.4. If you do not wish to receive information about us and our service, you should notify Mr Hambleton-Grey who will ensure that your name is removed from our database for this purpose.

**18. Ending your Instructions**

18.1. You can end your instructions to us at any time by doing so in writing.

18.2. If for any reason we have to cease acting for you we will give you reasonable notice.

18.3. If the retainer between us is terminated under 18.1 or 18.2 above we reserve the right to render an invoice for work already covered by us on your behalf.

18.4. Pursuant to Consumer Protection legislation you have the right to cancel this Agreement and must do so within 14 days of the date of this Agreement.

18.5. There are occasions when there is an individual acting for purposes which are outside your business and pursuant to The Consumer Contract (Information, Cancellation and Additional Payments) Regulations Act 2013 may be applicable. Accordingly if so you have the right to cancel without charge at any time within 14 days of acceptance of our Terms of Business and you must notify us of your decision to do so.

18.6. You may wish to exercise your right to cancel even if we have begun to provide you the services but in that instance we will be entitled to make a charge for the work already done on your behalf.

**19. Applicable law and jurisdiction**

These terms and any contract between us and you will be governed by The Law of England and Wales. We and you submit to non-exclusive jurisdiction of The Courts of England and Wales in respect of claims brought by us and to the exclusive jurisdiction of such courts in respect of claims brought against us. You can obtain a copy of the Solicitors Handbook from the Solicitors Regulation Authority at www.sra.org.uk/solicitors/handbook

I/We accept your above Terms of Business.

Baron Grey Solicitors

Ref:

Dated: