

Terms & Conditions of Business.

Introduction.

These terms and conditions of business govern our relationship with you. If you have any questions regarding the contents, please contact us.

Location and hours of business.

We are located in Egerton House, 2 Tower Road, Birkenhead, Wirral CH41 1FN. Our hours of business are 9.00am to 5.00pm from Monday to Friday. Visits to our office are generally by appointment only.

Our instruction.

You have instructed us to act on your behalf and these terms and conditions of business will apply to any future instructions that you provide. We reserve our right to notify you in writing of any changes or amendments to these terms and conditions of business.

In the absence of your signed acceptance of these terms and conditions of business, your continuing instructions will amount to acceptance including any subsequent written notifications of changes and/or amendments.

Authority to provide us with instructions.

Unless we are acting for you personally, you should tell us at the outset the person(s) who have requisite authority to provide us with instructions. Unless advised otherwise, we will assume that we are authorised to accept instructions from any person whom we reasonably believe to have authority to provide instructions. We will act on instructions provided orally and in writing or via email.

Scope of our services.

When you instruct us on a new matter, we will send you details of the service that we will provide and the estimated costs. Any letter of engagement or similar document should be read in conjunction with these terms and conditions of business. If separate terms and conditions of business have been agreed which are inconsistent with this document, then those terms and conditions of business will prevail, so long as they are agreed by both parties, in writing.

Scope of work undertaken in respect of our letter before action service.

Our letter before action service is limited in its scope. For a fixed fee of £3.00 plus VAT, we will send a letter before action on your behalf to your customer or client. The service is appropriate for debts that are likely to be undisputed and, as a result, our fixed fee of £3.00 plus VAT does not include any detailed investigation of your prospects of successfully recovering what is owed to you or any detailed advice about the contents of any letter of response that is received. It is common practice for us to add reasonable debt recovery costs to the principal debt that is owed to you pursuant to the Late Payment of Commercial Debts Regulations 2002, as amended by the Late Payment of Commercial Debts Regulations

2013, and demand it from your customer or client. If we successfully recover such reasonable debt recovery costs from your customer or client, these will be retained by us.

Scope of work undertaken in respect of our fixed fee debt recovery service.

We will issue straight forward debt recovery claims online for a fixed fee. We will review your instructions and prepare and issue a claim form. We will update you and provide you with a copy of any response received from your customer or client.

If your claim is not disputed, we will enter judgment on your behalf and advise you about the most appropriate form of enforcement, if your customer or client fails to pay the amount of the judgment.

Scope of work undertaken in respect of our commercial dispute resolution service.

If a claim becomes disputed, it cannot be dealt with using our debt recovery service as it will require detailed consideration and attention. You will, however, have the benefit of our fixed hourly charge out rate of £150.00 plus VAT per hour, unless the matter is particularly complicated. As a matter of course, if a dispute or query is raised by your customer or client, we will send you a detailed client care letter outlining the procedure, costs and risks involved.

Our solicitors.

Any instructions that you provide us with may be worked on by Richard Bennett and/or Gaynor Williams and/or any consultants and/or employees who act as assistants to Richard and Gaynor.

Gaynor is Managing Partner at Bennett Williams Solicitors, a Solicitor and a Fellow of the Chartered Institute of Legal Executives. Gaynor's hourly charge out rate is £150.00 per hour. This rate will apply to any commercial dispute resolution work undertaken unless a matter is particularly complicated, in which case an hourly charge out rate of £190.00 plus VAT will apply, based on current guidelines set by the Law Society.

Richard is a Partner at Bennett Williams Solicitors and a Solicitor. Richard's hourly charge out rate is £150.00 per hour. This rate will apply to any commercial dispute resolution work undertaken unless a matter is particularly complicated, in which case an hourly charge out rate of £161.00 plus VAT will apply, based on current guidelines set by the Law Society.

In the absence of written agreement in respect of a fixed or reduced fee, the charge out rates detailed above, will apply.

Billing and payment.

It is normal practice for us to ask our clients to pay sums of money on account of the profit costs that we will charge you and disbursements, such as court fees and third party fees, expected in relation to your matter. We do not offer credit and it is likely that we will request a payment on account of costs at the start of your claim and as the matter progresses. We will offset any such payments against your final bill but it is important that you understand that your total charges and expenses may be greater than any advance payments.

If we request a payment on account of our charges and expenses, we will require cleared funds before we commence work. Failure to provide a payment on account of costs will entitle us to refuse to commence or continue work.

We will send you interim invoices for our charges and expenses while work is in progress and we will send a final invoice after completion of the work. It is important that our invoices are paid immediately to allow us to continue to provide our clients with competitive prices. Payment is due to us immediately upon receipt of an invoice, which is deemed to be received two days after being sent to you by Royal Mail first class post. All invoices must be paid without any deduction or set off.

We reserve our right to charge you interest on an invoice pursuant to the Late Payment of Commercial Debts Regulations 2002, as amended by the Late Payment of Commercial Debts Regulations 2013, if you do not pay an invoice within fourteen days of the date of its issue.

In addition, if an invoice or part thereof remains outstanding after thirty days from the date of receipt, we reserve the right to suspend work on all matters on which we are acting for you and/or terminate the retainer between you and us. In addition, all invoices outstanding at the time of termination will immediately become due and owing.

Where appropriate, we reserve the right to retain any monies recovered from your customer(s) and/or client(s) by us on your behalf to pay any outstanding invoices on any particular matters we have on going for you.

Cash policy.

Our practice policy is not to accept cash from clients but we may accept cash up to £100.00 in exceptional circumstances, with the prior approval of Gaynor. Please do not deposit cash directly with our bank as it may result in us incurring costs in order to prove the source of such cash payment. Any costs incurred will be charged to you.

Any payments due to you will be paid by cheque or bank transfer. It will not be paid in cash or to a third party unless there is an exceptional reason for doing so and all necessary checks have been made.

Payment of interest.

Any money received on your behalf will be held in our client account at Lloyds Banks. Interest will not be paid to you unless the amount of interest exceeds £20.00. Any interest over £20.00 will be calculated and paid to you at the rate for that account set by Lloyds Bank, which may change from time-to-time. The period for which interest will be paid normally runs from the date(s) when cleared funds are received by us until the date(s) on the cheque(s) and/or bank transfer issued to you.

Banking compensation scheme.

It is unlikely that this firm would be held liable for losses resulting from a banking failure. Any monies held on your behalf will be held with Lloyds Bank. The Financial Services Compensation Scheme (FSCS) has a limit of £85,000.00, which applies to an individual and, so, if you hold other personal monies in the same bank that we use, the limit remains

£85,000.00 in total. Your agreement to these terms will be taken as your consent for us to release your details to the FSCS so that they can deal with any compensation claim.

Value added tax (VAT).

Any VAT chargeable upon amounts invoiced by us is payable by you. We will provide you with an appropriate VAT invoice.

Tax advice.

We do not provide advice on taxation issues and you should contact your accountant for professional advice.

Our professional code of conduct.

As solicitors, we are bound a code of conduct which is regulated by the Solicitors Regulation Authority. A copy can be viewed at www.sra.org.uk.

Professional indemnity insurance.

We have professional indemnity insurance in place with Endurance Worldwide and details are available on request.

Regulatory information.

Client confidentiality is paramount and we have a legal and professional obligation to ensure that your affairs are dealt with on a confidential basis.

We will keep the information provided by you confidential unless:

- You have authorised the information to be disclosed to a third party.
- It is necessary to use the information provided by you to conduct identity checks on you and/or any principal in order to comply with any statutory or regulatory requirements currently in force.
- It is necessary to disclose the information in the process of checking a credit reference.
- It is necessary to comply with a statute to make a disclosure to the National Crime Agency, where they know or suspect that a transaction may involve money laundering or terrorist financing. If we consider it necessary to make a disclosure in relation to your matter, it is unlikely that we will be able to tell you that a disclosure has been made. In addition, we may have to stop working on your matter for a period of time without notifying you. We cannot be held liable for any loss, damage or delay as a result of the firm complying with any statutory or regulatory requirement.
- The information is in or comes into the public domain without any breach of confidentiality being committed by us.

We cannot accept any responsibility or liability for any consequential loss suffered as a result of us complying with statutory or regulatory obligations. We reserve the right to charge for complying with those obligations.

Data protection and auditing and vetting of files.

We use the information you provide in relation to the provision of legal services. The use of such information is subject to your instructions, the Data Protection Act 1998 (for individuals) and our duty of confidentiality.

Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers or external auditors. If there is a reason why any information should not be disclosed to any relevant third parties, please let us know immediately. You have a right of access to the personal data that we hold about you.

Insurance.

We are not authorised by the Financial Conduct Authority. However, the Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. This enables solicitors to carry on insurance mediation activity involving advising and arranging insurance, such as after the event insurance in association with a conditional fee agreement. Should you require more detailed advice and assistance in respect of insurance, you will need to contact an insurance broker or insurer.

Instruction of third parties and/or lawyers.

Where it is necessary to instruct a third party to assist you with your claim (expert witnesses, counsel, accountants and enquiry agents) we will do so on your express instruction. We will act as your agent and you will primarily responsible for the fees of the third party and/or lawyer.

We cannot be held responsible for the accuracy and quality of the advice that the third party and/or lawyer provides.

The Contracts (Rights of Third Parties) Act 1999 does not apply to this contract. Only you and we can benefit from this contract.

Complaints.

We are confident that we will provide an effective service at all times, in accordance with your needs. We value each and every one of our clients and, if a client is unhappy, it is important that we are told. If you have any queries, questions or complaints, please contact the solicitor dealing with your matter who will, in the first instance, try to resolve the matter.

If you remain unhappy about any aspect of our service or about a bill, you are entitled to present a formal complaint, by contacting Gaynor, in writing. We will investigate and respond to your written complaint within eight weeks of receiving it.

If you remain unsatisfied, you can refer a complaint to the Legal Ombudsman, whose address is P. O. Box 6806, Wolverhampton, WV1 9WJ, telephone number 0300 555 0333 and e-mail address enquiries@legalombudsman.org.uk. You must refer a complaint to the Legal Ombudsman within six months of receiving a final written response from us about a complaint or within a year of the act or omission which prompted the complaint or made you aware of it.

If you are unhappy with the contents of a bill, you are entitled to apply to court for an assessment of the bill under Part II of the Solicitors Act 1974. Please note that this does not prevent interest accruing in respect of all or part of the unpaid bill.

Limitation of liability.

Our liability to you for a breach of contract and/or negligence and/or any breach of your instructions is limited to two million pounds sterling.

We 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.

Equality and diversity.

We are committed to promoting equality and diversity. Please contact us if you would like a copy of our equality and diversity policy.

Applicable law.

Any dispute or legal issue arising from our terms and conditions of business will be determined by the law and jurisdiction of England and Wales exclusively.

Termination.

You may terminate your instructions to us, in writing, at any time. However, we will be entitled to keep all of your papers and documents until our invoices and any outstanding costs and disbursements are paid, in full.

We cannot decide to stop acting for you without a good reason. Good reasons include but are not limited to:

- There is a credit risk to us.
- A conflict of interest arises.
- We are required by law to cease acting for you.
- There is a risk to our reputation.
- Where our duties to the court or our regulators are compromised.

Distance selling regulations.

If we have not met you, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 will apply. You have the right to cancel your instructions to us within seven working days of receiving a client care letter from us and you can cancel your instructions by contacting us by post or fax to this office. Please be aware that you will be charged for any work undertaken up to the date of receipt of the notice of cancellation.

Storage.

Once a matter is concluded we will keep a computerised record of our file of papers for no more than six years. We will return any original documents to you. If you require documents to be stored, please let us know in advance, so that we can make the appropriate arrangements and provide you with a cost for storage.

If we are required to retrieve papers or documents from storage or print computerised copies in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. It may be necessary to make a charge based on time spent producing and/or photocopying stored papers or documents to you or another at your request. We may also charge for reading correspondence or other work necessary to comply with the instructions given by you or on your behalf.

Agreement.

Please sign these terms and conditions of business and send a copy to this office as confirmation that you understand the basis on which we will act for you.

Please keep a copy of this document in a safe place for future reference.

Full name:	
Signed:	