

**UPPAL TAYLOR SOLICITORS**  
**Terms and Conditions of Business (August 2008)**

**These terms and conditions set out the basis of our instructions and govern the professional relationship. It is important that you read and understand them and any queries are raised with your solicitor.**

**1. What is this document?**

These terms and conditions of business are to be read in conjunction with your client care letter; both of these documents apply to our services to you and the relationship between you and this firm. We may from time to time amend these terms and conditions of business; however, any amendments will be notified to you within 28 days prior to the amendment taking effect. Only a Principal or Partner of Uppal Taylor Solicitors have the authority to amend these terms and conditions of business.

**2. The Uppal Taylor Team**

The name and status of the lawyer working for you is set out in your client care letter, this should be your first point of contact with the firm. All matters are dealt with as part of a team and from time to time the structure of this team may change.

**3. Contentious/Non-Contentious Matters**

All matters come under the heading of either contentious proceedings or non-contentious business.

Contentious proceedings are where work is carried out for the purposes of proceedings brought before the Court. The following are examples of contentious proceedings;

1. Bringing proceedings in the High Court in negligence
2. Bringing proceedings in the Small Claims Court for a debt owed
3. Bringing proceedings in the County Court for a breach of contract

Non-contentious business refers to those matters which are not classed as contentious. These are those matters which will not be brought before the Courts. The following are examples of non-contentious business;

1. An application to the Criminal Injuries Compensation Authority
2. An employment tribunal claim
3. Conveyancing

The terms of this agreement deals with both Contentious and Non-Contentious matters. Where particulars aspects relate to one or the other this is specifically set out, where the terms relates to both matters the terms apply to both matters.

If you are unsure as to whether your matter falls under contentious or non-contentious you should refer to your client care letter or speak with the fee-earner with day to day conduct of your claim.

**4. Service Commitment**

***Service Standards***

Uppal Taylor Solicitors are committed to the provision of high quality legal services to the satisfaction of our clients.

Throughout the conduct of your matter we will;

- (a) Put your interests first
- (b) Keep any information, subject to our professional rules, you provide to us confidential
- (c) Take account of your expectations and ensure these are realistic
- (d) Explain the legal work that will be required
- (e) Advise you of the likely timescale involved
- (f) Advise you, and keep you updated, on the costs/risk benefit of pursuing a matter

- (g) Keep you regularly informed of any progress, subject to our judgment on whether such communications are financially viable to your claim.

Throughout the conduct of your matter we will endeavour to;

- (a) Respond to your letters and phone calls as soon as practicable
- (b) Keep you regularly informed of any progress, subject to our judgment on whether such communications are financially viable to your claim.
- (c) Communicate in plain language.

### ***Communications***

All communications between you and this firm will be in English. It is a matter for you whether or not you require translation of our communications and the costs of the same are borne by you. We can make such translation arrangements for you but there will be an additional charge for this service.

### ***Hours of Business***

Our offices are open Monday – Friday between the hours of 9.30am and 5pm. We are not open at weekends or on Bank Holidays.

We do not operate an out-of-hours/emergency service. However, the office does have an answer machine service for calls outside of normal office hours.

### ***Complaints***

Our complaints policy and procedure can be obtained from us, upon request, at any time.

We take complaints against this firm and our staff very seriously and we will ensure that all complaints are dealt with impartially. However, if, following investigation of any complaint against the firm or its staff, we discover that the complaint was made out of malice we reserve the right to make a charge, calculated on a private basis, for dealing with the complaint, under these circumstances, we shall withdraw from acting for you any further.

### ***Communications***

We will contact you by letter, fax or by telephone. Please ensure that if you change your address and/or telephone number we are notified of this change immediately.

We may, if you wish, also contact you by email instead of by letter as this may be more convenient for you. However, we would ask you to note that emails are not as secure as other methods of communication.

## **5. Our Obligations to You**

It is the aim of Uppal Taylor Solicitors to provide high quality legal services to all of our client's no matter what the circumstances of the case, in meeting this aim, we will;

1. Treat you with professionalism and care at all times and be polite and considerate;
2. Always put your interests first;
3. Reply to your letters and telephone calls as soon as is practicable;
4. Not discriminate against you, for our equality and diversity policy please see below;
5. Keep what you tell us in strict confidence, subject to our professional rules;
6. Refuse to act for anyone where their interests will conflict with your interests;

During the course of your matter, we will;

1. Listen to you;
2. Identify, at the start, what you expect to achieve at the conclusion of your matter and ensure that your expectations are achievable;
3. Inform you of each stage in the action and what is involved in that stage and a likely time-frame to when we expect the stage to be concluded;

4. Use plain English, and not legal jargon, when communicating with you. On some occasions it may be necessary to use a legal term, however, we will provide a plain English explanation if the need arises. We will explain the importance, meaning and effect of any legal documents to you in plain English
5. Keep you updated on the progress of your matter and inform you of any developments in your matter or changes in the law which may affect, for better or worse, your matter;
6. Keep you updated in respect of the costs incurred on your matter and advise you on whether the course of your matter is financially viable;
7. Keep you informed of any changes to our assessments in respect of costs or time-frames and inform you of any delays which are affecting your matter and what else needs to be done;
8. Inform you if the lawyer heading the team who are carrying out the work on your matter for you has changed and the reason for this change.

At the conclusion of your matter we will;

1. Advise you that your matter has concluded, the outcome, what will happen next (if necessary) and advise you in respect of any continuing consequences, as a result of the conclusion of your matter.
2. Provide you with a clear bill identifying the work done and the amount charged.
3. Tell us what documents you are able to have from your file. In some circumstances, this may be limited due to a confidentiality clause or condition agreed at the conclusion of your matter.
4. Inform you of any money received from you, or any other person i.e. a Defendant, in respect of your matter and account to you for any such money received.

## **6. Your Obligations to Us**

Uppal Taylor Solicitors are committed to the provision of high quality legal services. In order to provide you with the best quality of legal services and advice you have certain obligations to us as your legal representatives. Please remember that this is your matter and we are unable to progress your matter without your co-operation. Your obligations include the following;

1. If we ask for instructions, documents, further information or additional details you must contact us, within 5 days of our request, to provide the same; if you require a longer period of time you must contact us to let us know the reasons for this.
2. You must tell us if you do not understand any aspect of your matter or if you require further clarification. Upon receipt of our correspondence, following telephone calls and following meetings we will assume you have understood all matters discussed unless you inform us otherwise and request further clarification.
3. You must tell us if you change your address and/or telephone number, as we may need to contact you as a matter of urgency for instructions or further information. If we lose contact with you and we are unable to take instructions, this may have a serious prejudicial effect on your claim and may even result in your claim coming to an end.
4. You must tell us if your circumstances change, in particular, your financial circumstances as this may be relevant to the funding you have in place for your claim.

You must not do any of the following;

1. You must not deliberately deceive or mislead us or provide any information which you know to be inaccurate or false;
2. You must not withhold any relevant information or documentation from us, even if you consider the same may have an adverse impact on your claim;
3. You must not ask us to carry out any work in an unreasonable or improper way or ask us to act in a way which is contrary to our professional rules.

We accept no liability for any adverse effects which are as a result of your failure to properly advance your claim.

### ***Third-Parties***

1. We will not accept or act on third-party instructions in respect of your matter.
2. If you require us to speak with a third-party regarding your matter you must give your authority in writing. We would ask you to note that the costs of this may not be recoverable against a Defendant and may be payable by you, particularly, if speaking with the third-party is a repetition of what we have already discussed with you.

3. Where we believe that the interests of a third-party with whom we liaise are contrary to your own, or where we believe that the third-party exercises undue influence or control over you or your matter we shall at our sole discretion cease to liaise with such third-party irrespective of any consent given by you and we will advise you of the same. We will thereafter request that you deal directly with us or move your instructions to another firm. In such circumstances we shall not be obliged to take any action irrespective of its critical nature or not.

### ***Your Matter***

We are only instructed to advise you in respect of the matter to which these terms of business relate, as set out in our client care letter. We are not instructed to advise or assist you in respect of any other claim that you are aware of, or that you may have which you are not aware of. Should, at our discretion, we agree that we shall advise and assist you in respect of another matter; we reserve the right to make an additional charge.

### ***Court Hearings***

It may be necessary for you to attend Court, or another tribunal, throughout the course of your matter. There may also be a need for you to meet with a Barrister or an expert. Depending on the circumstances of your matter such attendance may be required at a place not local to you. We will inform you of the date, location and the nature of any such attendances within a reasonable period of time prior to the attendance, but the responsibility to attend will rest with you.

## **7. The Cost of our Services**

Uppal Taylor Solicitors offer a wide range of funding methods for dealing with your matter. We will advise you in respect of all funding options available to you at the beginning of the matter and provide advice in respect of which funding option we consider most suitable to you, your matter and your financial circumstances. We will also advise you in respect of any funding options we are not prepared to offer in respect of your matter and will set out the reasons for our decision.

If you are a private individual, your solicitor will have considered with you whether your circumstances and the nature of your matter qualify for payment for all or part of our services with assistance from the Legal Services Commission. This is called "Public Funding", formally Legal Aid.

Whether you are a private individual or a commercial concern, your lawyer has considered with you whether your fees and expenses can be fully or partially financed with legal expenses insurance cover, or a contingency or conditional fee arrangement.

If your fees and expenses are to be paid from another source e.g. a legal expenses insurer; another party involved in your transaction or case; an employer or any other body or person, because our contract is with you, we reserve the right at our discretion to require you to fund your matter in accordance with the remainder of these terms and conditions.

### ***Normal Charge Basis***

In many matters, we cannot know in advance precisely what work is going to be involved. We will provide you with the best information available about the likely costs at the beginning of your matter and at certain intervals whilst the matter proceeds. In some cases we may be able to deal with your matter on an agreed fixed fee, however, it may not be possible in your matter to deal with your matter on an agreed fixed fee basis as it may not be possible to predict the amount of work involved with sufficient accuracy for either your purpose or ours.

When, so long as is practical, we have given you an estimate of the likely costs incurred, this is not a fixed fee and is only intended as a guide.

### ***Hourly Rates***

Our fees are calculated on an hourly basis, reviewed annually in April each year, and are calculated in respect of the number of whole or part hours spent dealing with your matter. Our fees will cover all work done and include, but are not limited to, time spent on meetings with you and others (including others from Uppal Taylor); preparing documents; preparing advice; in reading and preparing letters; on telephone calls made and received; and any other activity necessary to progress your matter. Work is charged for in units of time. Each unit represents 6 minutes, therefore 10

units equals 1 hour. Routine letters and telephone calls made or received are each charged as one tenth of an hour i.e. 1 Unit.

The hourly rate will be different in respect of the lawyer who is dealing with your matter and depend on their position and experience; such rates are set out in the client care letter. We reserve the right to allocate other people to your matter if we think it is necessary and in your interests to do so.

We will allocate your matter to a fee-earner who possesses the required experience and skill to deal with your matter; this is our decision to make and we will not accept instructions from you to allocate your matter to a more junior fee-earner if we consider that they do not possess the required experience and skill to deal with your matter properly.

Our hourly rates are reviewed annually; we will notify you of the change before any increase applies.

We reserve the right to adjust the hourly rate to reflect unusual skill, the complexity, difficulty and novelty of the matter, number of documents involved in your matter, location and circumstances, level of responsibility, exception value of our work to you, working unsocial hours or unusual speed applied to your matter.

In some types of matter the charge may include an additional element reflecting the value of the property or assets involved.

### ***Disbursements***

There may be certain expenses involved with dealing with your matter, these are called disbursements. Where we are aware of such disbursements in advance you will be notified of these at the beginning of your matter unless it is not possible to predict what such expenses will be due to the circumstances of your matter.

Sometimes large unforeseen disbursements may arise. When such disbursements arise we will take your instructions on whether to incur these expenses or not. Other than in the case of publicly funded (legal aid) cases we are not obliged to take your instructions for unforeseen disbursements which are under £250.00.

### ***Fees Limit***

In respect of the fees that we may incur in dealing with your matter, you may wish to set a limit. In these circumstances, we will be able to incur fees up to your limit without further reference to you. We will then notify you prior to the limit being reached to make further arrangements with you.

### ***Uncompleted Work***

If, by arrangement, we do not complete the work you have instructed us to do, then a charge will only be made in respect of that work done and those disbursements incurred.

### ***Payments on Account***

We require payments on account in respect of our fees and in respect of disbursements to be incurred, unless we agree otherwise, the amount of any such payments on account will be notified to you and without such payments on account the work covered will not be completed or the disbursement will not be incurred. In some cases, this may have an adverse impact on your matter.

We will agree any payments on account with you at the beginning of your matter. In the absence of contrary instructions, we shall assume your payments on account are the limit which you have set on the fees to be incurred.

We can accept no liability for any adverse effect which arises out of your failure to put us in funds. We require cleared funds by no later than 7 days before the work is undertaken or any disbursements are incurred.

### ***Deferred Initial Interviews***

On some occasions, we give a Deferred Initial Interview.

The purpose of this service is simply to enable us to judge whether you have a matter which is worth investigating further, and to advise you whether it is worthwhile you investing your finances in it. The interview is diagnostic only, can take place on the telephone or at a meeting, and the costs of the interview will be deferred to the conclusion of your matter.

The length of the deferred interview, and the amount and extent of advice that we give you in this deferred interview is entirely within our discretion.

This deferred service **DOES NOT EXTEND** to any further work, consultation, clarification or further advice of whatever kind. Any work we do following a deferred Initial Interview will be charged on our Normal Charging Basis.

We retain the discretion to charge you for this deferred Initial Interview if at the end of the case your opponent is liable to pay but we have been unable to recover it.

#### ***Taxes and expenses***

None of our rates, estimates or charges includes VAT, which will be charged in addition at the rate prevailing at the time of the provision of our services.

Neither do they include any payments, which we need to make on your behalf.

We reserve the right to make a separate charge for copying, courier services, faxes, postal charges and telephone charges. For example, if you wish to request a copy of documents from your file, which would not ordinarily be sent to you during the course of your matter, we will charge for photocopying, at 25p per sheet, plus the costs of postage, plus any administration charges applicable.

By instructing us, you give us authority to incur and pay reasonable expenses for the proper conclusion of the matter including search fees, for the instruction of experts, Counsel, company or local agents, travelling expenses and the cost of any other services reasonably required. We will endeavour to inform you of such payments in advance where possible.

#### ***Fees and Expenses of Other Parties or Prosecuting Authorities***

The general rule in English Law is that the loser pays the winners costs, but this will depend on the type of matter you are pursuing and the type of funding you have available to you.

We will advise you at the start of any matter whether or not you may have a liability in respect of the opponents costs should your claim be unsuccessful.

By way of example, if you pursued a matter in the County Court for breach of contract and your claim was unsuccessful you may be ordered to pay the costs of the opponent in defending the claim; this would be in addition to paying our costs and any disbursements that have occurred along the way.

The costs of another party may also be payable by you if your claim consists of more than one issue to be decided and you are successful on one issue but not the others. In these circumstances, you may be liable for the costs of the opponent in defending those issues which you were not successful on.

In some criminal or motoring matters where you are convicted following either a guilty or not guilty plea you may be ordered to pay towards the fees and expenses of the Prosecution. Again these are payable in addition to anything payable by you to us.

#### ***Fees recovered***

You are liable to us for payment of your fees and expenses in dealing with your matter. In some circumstances, you may be entitled to the reimbursement of these fees and expenses by some other party, for example an unsuccessful defence. The value of the reimbursement may be reached either by agreement or assessment by the Court. It is rare for this sum to be sufficient to reimburse you in full. The assessment process requires that we devote time and work towards recovering monies on your behalf, and unless otherwise agreed, this will be charged on the same basis as for your matter.

Your acceptance of these Terms and Conditions also signifies your agreement that you are liable to pay our charges and expenses at the rates agreed with you and not as limited by s74 (3) Solicitors' Act 1974, and not by reference to any of the principles concerning fees and expenses laid out in the Civil Procedure Rules 1998 (as to which further see paragraph 6 below).

#### ***Insurance any funding from another source such as a Trade-Union or Employer***

We will consider with you whether or not you have any insurance policy which will pay or contribute towards the costs of our fees and disbursements. We will also enquire and advise you in respect of any liability you may in respect of any other parties' costs or disbursements, and whether any such liability is covered under an existing insurance policy you hold or have the benefit of.

It may be the case that your matter can be funded under an insurance policy which you hold or by someone else such as an employer or trade-union. You should consider any policies that you have carefully and make enquiries with your employer or trade-union. Legal Expenses Insurance can be part of some other services that you have such as car insurance, credit-card, household insurance for example and you should check carefully, firstly, whether you have legal expenses insurance and, secondly, whether it will cover your matter.

Please note that we do not make checks, other than asking you, about the existence of Legal Expenses Insurance. We will not read any of your policies, unless you ask us, and no liability will rest upon this firm if you confirm that no Legal Expenses Insurance exists when indeed it does. We will assume that you have made reasonable enquiries into the existence of Legal Expenses Insurance unless you tell us otherwise.

If you do have the benefit of Legal Expenses Insurance and such insurance will cover your matter we require all policy documents from you so that we can check the level of your cover and advise you on whether the policy covers the costs of your opponent should you be unsuccessful.

We will also advise you, if the circumstances are appropriate, about any insurance schemes which may provide after the event insurance in respect of any liability in respect of any other parties legal fees; these can be purchased by you.

### ***Disputes over Bills***

You have the right to challenge certain aspects of our charges:

In matters not involving issued High Court or County Court, proceedings by requiring us to obtain a "remuneration certificate" from the Law Society certifying that the sum charged in that bill is fair and reasonable and if it is not, what is a fair and reasonable sum.

Or

By applying to the Court within 28 days under the Solicitors Act 1974 for our bill of costs to be assessed by a Costs Judge. This procedure is available in relation to any matter whether Courts are involved or not.

See our bill for further details

### ***Public Funding (formally known as 'Legal Aid')***

If you are eligible for full or part Public Funding the terms and conditions may differ according to the type of matter and the Public Funding cover that applies.

### ***Legal Help***

We do not provide advice or assistance under the Legal Help scheme.

### ***Legal Funding Certificate***

In order to receive a Public Funding certificate to help fund your case an application will need to be made to the Legal Services Commission.

Funding is granted only providing you are able to meet certain criteria, namely, that your financial circumstances make you eligible for Public Funding ('The means test') and that the merits of your case justify the issue of a funding certificate ('The merits test').

We will consider, at the beginning of your matter, whether you are eligible for Public Funding and likely to be awarded Public Funding should an application be made.

In some cases you may be financially eligible for Public Funding, yet the merits of your claim do not meet the funding criteria for issue of a certificate. Under these circumstances, we will not prepare an application for submission to the Legal Services Commission on your behalf and will advise you of the reasons for this. Under these circumstances we can refer you to another firm who provides Public Funding assistance or discuss other funding options with you.

### ***Important Terms applying to all Legal Aid Certificates***

Public Funding certificates only cover the work actually described in them; they specify what work can be undertaken in respect of your matter and a limit in respect of the costs that can be incurred.

You must tell us and/or the Legal Services Commission of any change in address or your financial circumstances. For example, if you are not working at the time of your application and subsequently get a job, you must inform us and/or the Legal Services Commission. This duty continues until such time as your funding certificate is discharged. If you fail to notify the Legal Services Commission and we subsequently discover the change in your circumstances we are under a duty to notify the Legal Services Commission, indeed, we are under a duty to notify the Legal Services Commission of any change in your circumstances which affects your entitlement to Legal Aid.

If you ask us to carry out work that is deemed to be unreasonable, we have a duty to report matters to the Legal Services Commission, which may result in the discharge of your funding certificate.

If you ask us to carry out work outside that scope, we will be entitled to charge you for that work on the normal charge basis described in paragraph 3.

They are not retrospective and only cover work done between their date of grant and their date of discharge, withdrawal or revocation.

If you are granted a Legal Aid Certificate (including an “Emergency Legal Aid Certificate”) which is “revoked” because, for example, once a correct financial assessment has been made, it is found that you do not qualify for Legal Aid or you have failed to provide the Legal Services Commission with information requested by it, you may be required to pay some or all of the fees incurred.

If you are granted a Legal Aid Certificate that is subject to your paying a contribution, the Certificate may be discharged if you fail to maintain your contribution. If your contributions fall into arrears we shall be unable to carry out further work on your behalf without further authority from the Legal Services Commission or Court and you remain liable for the arrears.

If your Legal Aid Certificate is subject to you’re paying a monthly contribution, liability for this lasts throughout the period that the Certificate is in force.

Generally, if you have the benefit of Legal Aid you will not be liable for the opponents costs even if your claim is unsuccessful. The opponent can, in limited circumstances, claim its legal costs against the Legal Services Commission. However, even if the cost of your case is covered fully or partially by a Legal Aid Certificate, the Court still has power to make you pay the fees and expenses of your opponent if it thinks it fair to do so. In making such a decision, the Court will take into account the manner in which you have conducted yourself in the case and compare your financial circumstances with those of your opponent.

### ***The Statutory Charge- What will you have to pay?***

The statutory charge is a very important aspect of Public Funding. If a Public Funding certificate is wholly or partly financing your case the Legal Services Commission or ourselves are entitled to deduct any part of the costs of your matter, which has not been recovered from your opponent, from any property of money recovered or preserved. Any contribution you have been required to pay will be taken into account. The amount recovered from your opponent rarely covers the entire cost. The Legal Services Commission also has the right to register a charge on property recovered or preserved so that reimbursement can take place in the future when it is sold. In that event the sum to which the charge relates carries interest payable to the Legal Services Commission at a rate that will be advised at the time.

At the conclusion of your matter all or part of any money recovered will be held until the position in respect of the Statutory Charge has been assessed either by the Legal Services Commission or the Court.

If any cover for your fees provided by the Legal Services Commission terminates for any reason, or if having obtained Legal Aid cover for your fees, you fail to pay our charges and expenses incurred for work carried out prior to obtaining that Legal Aid cover, we may decline to act further for you and/or continue to implement your instructions unless alternative arrangements are made with you for the future funding of your matter or until what is due to us is paid.

### ***Conditional Fee Agreements***

A Conditional Fee Agreement is better known as the ‘No Win, No Fee’ basis of funding. We may offer you funding on a Conditional Fee Basis subject to the circumstances of your case.

The terms of a Conditional Fee Agreement are complex and you should read through your Conditional Fee Agreement carefully and ensure that you take the advice of the fee-earner with the day-to-day conduct of your claim if you have any queries before signing the agreement.

If you proceed with a matter under a Conditional Fee Agreement and your claim is unsuccessful then we will not seek to recover our costs from you. However, if the matter is successful we are able to claim our costs subject to a success fee; the success fee is calculated as a percentage of our costs and the level of the success fee is calculated at the start of your matter following a risk assessment. What amounts to success is stated in the conditional fee agreement.

In the event that your matter is unsuccessful you may still be liable for your opponents costs in defending the matter. This is a risk that you are able to obtain insurance cover for; this is known as After The Event Insurance. The costs and level of insurance will depend upon the circumstances of your matter.

### *Contingency Fees*

A contingency fee is any sum (either as a fixed amount or calculated as a percentage of the proceeds or otherwise) is payable only in the event of success. As success can mean different things in different circumstances the agreement between you and this firm to what amounts to 'success' in your matter will be set out in the client care letter.

We are unable to offer funding on a contingency fee basis in respect of contentious proceedings (see above) and can only offer funding on this basis in respect of non-contentious matters (see above). For the avoidance of any doubt, a contingency fee is only available in non-contentious matters.

#### 8. Termination of Instructions by You

You are able to end the retainer with us at any time and for any reason.

#### 9. Termination/Refusal of Instructions by Us

We cannot cease acting for you except for good reason; for example, where there is a breakdown of confidence between us and you or where we are unable to obtain proper instructions from you.

We must give reasonable notice to you when we consider that we should stop acting; however, the length of the notice will depend on the circumstances and, in some circumstances, it may be reasonable to give no notice.

This retainer will end automatically if you become bankrupt or you become a patient within the meaning of the Mental Health Act 1983. If this retainer does come to an end due to your mental incapacity then we shall notify an appropriate person (e.g. Court of Protection) or you may look for someone legally entitled to provide us with instructions on your behalf, for example an attorney under an enduring power of attorney or a litigation friend. In the event of bankruptcy this may be a receiver.

We are generally free to decide whether or not to take on a particular client. However, we are duty bound in accordance with our professional rules to refuse to act or cease acting for you in the following circumstances;

- (a) When for us to act or to following your instructions would involve a breach of the law or a breach of our rules of professional conduct;
- (b) Where we have insufficient resources or lack the competence to deal with your matter;
- (c) Where instructions are given by someone, other than you (the client) or by you (the client) on behalf of others in a joint matter; in these circumstances we are required to check those instructions with you (the client) or all other clients before acting on these instructions;
- (d) Where we believe or have reasonable grounds to believe that your instructions are affected by duress or undue influence; in these circumstances we will not act until we are satisfied that we are acting in accordance with your wishes.

If you provide us with instructions that we feel are contrary to your best interests then we shall advise you on why we consider the instructions are not in your best interests and, if such instructions are still required, we shall ask for your confirmation of instructions in writing; this, of course, is subject to those matters listed in (a) – (b) above.

We will not act for you or advise you on any matter where you have instructed another firm of solicitors in the same matter unless we have the authority of the other firm to provide a second opinion, however, we will only provide a second opinion if we consider that we have sufficient information to handle the matter properly.

When we cease acting for you we will hand over your file, on request, subject to our right to exercise a lien in respect of outstanding costs; in these circumstances we reserve the right to request satisfaction of our outstanding costs before the file is released to you. If you have instructed new solicitors or are having your file transferred to a different firm we will ask that firm to give us an undertaking in respect of our costs to ensure they are recovered either from you or your opponent at the conclusion of the matter.

#### **10. Equity and Diversity**

Uppal Taylor Solicitors is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. Whilst we have freedom to accept or reject instructions from any particular client, our decision will not be based on sex, race, religion, sexual orientation or disability.

Whilst Uppal Taylor Solicitors are committed to promoting equality and diversity, we expect our clients to help us in this aim. Throughout the course of your matter it may be necessary to instruct third parties, such as barristers or experts, if you object to the instruction of a third party on the grounds of sex, race, religion, sexual orientation or disability we will cease acting for you immediately.

You may contact us if you wish to see a copy of our equality and diversity policy.

#### **11. Professional Indemnity Insurance**

Uppal Taylor Solicitors carry compulsory Indemnity Insurance to the value of £2,000,000 (Two million pounds). We do not accept liability for losses that exceed this figure and by placing instructions with us, you are deemed to have consented to this term of trading.

#### **12. The Contracts (Rights of Third Parties) Act 1999**

The Contracts (Rights of Third Parties) Act 1999 does not apply to these terms and conditions of business. No rights are conferred on any person other than the parties to this agreement being you, the client, and Uppal Taylor Solicitors.

#### **13. Money Laundering**

##### ***Proof Of Identity***

The law now requires solicitors, as well as banks, building societies and others, to obtain satisfactory evidence of the identity of their client. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wishing to launder money. In order to comply with the law on money laundering, we need to obtain evidence of your identity as soon as practicable. We will therefore ask you for documents to verify your identity and address.

##### ***Confidentiality***

Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception; recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Criminal Intelligence Service. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure.

#### **14. Introductions and Referrals**

Occasionally, you may require independent financial advice. Subject to your approval, we will pass your details to a firm of Independent Financial Advisors. We do not receive any money or commission from this referral. However, we do receive 33% of the fees of any product you purchase from them. We would ask you to note that this does not affect the price you pay for the product you purchase.

## **15. Transfer of Funds**

Upon settlement of your claim we may hold money on your behalf. We may be able to release part or all of that money to you depending on the circumstances and how your matter is funded.

We are able to make payment of any money held on your behalf in the following ways;

### *Cheque*

By default, we will send any money to you by way of cheque. There is no charge for this service.

### *Cash*

On some occasions the provision of cash, by way of payment, may not be possible. However, when we are able to provide you with cash this is subject to a charge of 1 hour at Partner Rate, as only a Partner may draw such funds from the bank.

We accept no liability in respect of loss, damage and/or theft of your funds in cash, once the same has been handed to you.

### *TT/Chaps(Telegraphic Transfers)*

This involves a bank transfer from our client account to your account. For this service we will charge you a fee that is charged to us by the financial institution executing the telegraphic transfer; this is known as a disbursement and VAT will be added to the amount. We will also charge an administration fee, for arranging the telegraphic transfer, in addition to the telegraphic transfer fee charged to us by the financial institution; this administration fee is Profit Costs (not a disbursement) and VAT will also be added to this amount.

In summary, if you require us to carry out a Telegraphic Transfer the costs will be as follows;

- (a) An amount which is charged to us by the financial institution for executing the transfer *plus* VAT at the prevailing rate (Disbursement)
- (b) An administration charge for arranging the telegraphic transfer *plus* VAT at the prevailing rate (Profit Costs).

### *Postal Orders*

We may be able to supply you with postal orders. However, these are subject to a charge from the Post Office for the provision of such postal orders and this charge will be payable by you.

## **16. Financial Services**

If during your matter you need financial advice, for example on investments, we may have to refer you to someone who is authorised by the Financial Services Authority, as we are not.

## **17. Interest on money we hold for you**

Interest will be calculated and paid to you in accordance with the Solicitors Accounts Rules. Subject to conditions as to minimum amounts and time set out in those Rules, interest will be calculated and paid at the rate you could obtain from time to time payable by Lloyds TSB Bank PLC, applicable to the exact sum held on your behalf. The period for which interest will be paid will normally run from date(s) on which we received cleared funds until the date(s) of issue of any cheque(s).

## **18. Storage of Papers, Deeds and Other Documents**

Your file is confidential. However, under some circumstances we may need to produce all or part of your file to assessors or similar, as part of any audit or quality check.

Upon the conclusion of your matter and closure of your file we will retain your papers for a period of 6 years after which your file will be destroyed. During this 6 year period your file will be placed into storage. If, at any time, after the conclusion of your matter and the closure of your file, you request documents from your file or to view your file, we reserve the right to make a charge, which we shall deem appropriate at the time to the nature and circumstances or your request to retrieving your file. We do, however, reserve the right to require you to take personal custody of any papers.

#### **19. Data Protection Act 1998 and Data Protection Policy**

We fully endorse and adhere to the principals of data protection as enumerated in the Data Protection Act 1998. With your agreement to these terms of business, you give your consent for us to process or use any Data collected or obtained about you in connection with or arising from your instructions and your matter;

1. To act on your behalf at present or at some time in the future
2. To communicate with you with regard to material and information which we consider may be of legitimate interest to you
3. To share your Data with third parties who you have instructed or we have instructed on your behalf (such as barristers or experts) to act for your with us who may communicate with you with regard to material and information which is considered to be of legitimate interest; and/or for management, administration and business development purposes in connection with our practice.

We further reserve the right to use any Data held by us;

1. To make statutory returns;
2. In connection with crime prevention and credit control
3. In connection with legal and regulatory compliance.

You can ask for a copy of your data and we are entitled to charge a fee, subject to the rules in force at the time.

You can withdraw consent for our use of your data as specified above, in this paragraph, by writing to the Data Officer, Uppal Taylor Solicitors, 10 Bridgford Road, Nottingham, NG2 6AB.

#### **20. Acceptance of these Terms and Conditions**

Any instructions given by you to proceed with your matter following receipt of these terms and conditions of business will be deemed as acceptance of these terms and conditions of business by you. Following such acceptance, these terms and conditions of business will apply to any instructions for any new or separate matter or matter received from you in the future.

#### **21. Intellectual Property Rights**

Uppal Taylor Solicitors retain copyright and all intellectual property rights in respect of all original material provided to you by us.

#### **22. Limitations in Respect of Legal Advice**

The advice given to you by Uppal Taylor Solicitors is confidential to your matter and for your purposes only; this applies whether the advice is in writing, in person or via telephone. We accept no responsibility to any other person who may rely on our advice to you.

#### **23. Proper Law**

These terms of business shall be governed and construed under English Law and the English Courts alone shall have jurisdiction in respect thereof.