

**RACHEL CONN & CO**  
**SOLICITORS**

**TERMS AND CONDITIONS**  
**OF BUSINESS**

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Please note that Rachel Conn & Co does not carry out publicly funded work, and is regulated by the Solicitors Regulation Authority (“SRA”). Our SRA registration number is 564611 and we are governed by the SRA code of conduct which can be found at [www.sra.org.uk/handbook](http://www.sra.org.uk/handbook). We are also registered with the Information Commissioner’s Office.

## 1. Location and Hours of Business

Rachel Conn & Co’s offices are located on the first floor at The Maltings High Street Burwell Cambridgeshire CB25 0HB. The normal hours of opening are between 9.00am and 5.00pm, Monday to Friday. Appointments can be arranged outside these hours at the discretion of the Solicitor with conduct of your particular case.

## 2. Access to the Office

If you wish to visit us, please telephone for an appointment first to be sure that whoever you wish to see is available. If you cannot use the stairs to the first floor, please ask for a home visit to suit you.

### 3. **Our Service to You**

- We will update you regularly with progress on your matter.
- We will communicate with you in plain language.
- We will explain to you the legal work required as your matter progresses.
- We will update you on the cost of your matter at least every six months.
- We will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances.
- We will update you on the likely timescales for each stage of this matter and any important changes in those estimates.
- We will continue to review whether there are alternative methods by which your matter can be funded.

### 4. **Your Responsibilities**

- You will provide us with clear, timely and accurate instructions.
- You will provide all documentation required to complete the transaction in a timely manner.
- You will notify us if you have any important time limits.

### 5. **Limitation of Liability**

Our liability to you for a breach of your instructions shall be limited to £2 million, unless we expressly state a higher amount in the letter accompanying these Terms and Conditions of Business. 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.

We can limit our liability only to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.

### 6. **Identity**

The law requires solicitors to obtain evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money.

To comply with the law, we need to obtain and record evidence of your identity before any work is undertaken. In order to do this we require you to bring two forms of identification (one photographic (e.g. Passport) and one showing your address (e.g. utility bill or bank statement) to our office so that we can photocopy it for our records. We are required to keep this evidence of identity for at least seven years following completion of any work we are undertaking for you.

### 7. **Fees**

Unless and until an alternative fee arrangement has been agreed and confirmed in writing by us; the basis for calculation of our fees is described below and is mainly by reference to the time spent by the Solicitor dealing with the transaction or case; the time charged being all the time spent on the client's affairs. This will include attendances upon the client and perhaps

other people; time spent travelling; considering, preparing and working on papers and correspondence; making and receiving telephone calls. Whilst we would not normally charge for routine expenses such as postage, telephone calls or copying, in unusual cases we reserve the right to do so. Where possible, you will be notified of the charge in advance.

Each Solicitor's time is charged at an hourly rate. Routine letters sent out are charged at six minutes each, and telephone calls in six-minute units.

The hourly rate of Rachel Conn solicitor is £250.00 plus VAT at 20% which is the current rate. This rate is subject to change over which we have no control. Where work is necessarily carried out outside our normal office hours, or if the matter is exceptionally complex or urgent, we reserve the right to increase the hourly rate, and if such increase is not agreed we reserve the right to end the retainer.

The hourly rate is reviewed on 1st April each year to take account of changes in overhead costs. Details of any revision of rates occurring during the continuance of a case or transaction will be supplied to you as soon as possible.

Disbursements are expenses or payments made by us on behalf of the client, e.g. Court fees, Counsel's fees, fees for medical reports, search fees, Land or Probate Registry fees, etc. We have no obligation to effect such payments unless the client has provided sums to us for that purpose. VAT is payable on certain disbursements. Our VAT registration number is 2746 955 56.

Where sums are transferred by CHAPS to enable funds to be available the same working day, a bank payment fee of £30 plus VAT will be charged by us for this service. If bank charges are increased, then this payment will have to be increased also.

## **8. Arrangements for Payment**

**Administration of Estates:** It is our usual practice to deliver interim accounts at intervals during the administration. An interim bill will normally be submitted when the grant has been obtained. If it then transpires that it will take some time to complete the administration, further interim accounts will be rendered periodically and the final account will be presented when the estate accounts are delivered for approval.

**Other Cases or Transactions:** It is our usual practice to ask clients to pay sums of money from time to time on account of the fees and disbursements that are anticipated in the following weeks or months as their case progresses. It is helpful if clients meet such requests with prompt payment to avoid any delay in the progress of their case. In transactions or cases likely to continue for more than one month, interim accounts covering the work already carried out will normally be rendered at least quarterly, or otherwise monthly. This procedure enables clients to budget for costs as the matter progresses.

We are able to accept payment of our invoices by cash or cheque, or by bank transfer. However, we are not able to accept any payment by cash in excess of £500.00.

Payment is due on presentation of the invoice. In the event of any account or request for payment on account not being paid, we reserve the right to decline to act further in the case. The further amount of work done up to that date will be the subject of a final account rendered.

If a bill is outstanding for more than 30 days, or if there is more than one unpaid bill, then we reserve the right to put your matter on hold until the account is brought up to date. We will give at least seven days' notice of our intention to cease work in order to provide you with an opportunity to bring the account up to date.

We reserve the right to charge interest at 10% per annum on any invoice which remains unpaid after 30 days from the date of our invoice. We do not accept debit or credit cards.

We are entitled by law to retain any monies, papers or other property belonging to you, which properly come into our possession, pending payment of our costs, whether or not the property is acquired in connection with the matter for which the costs were incurred. This is known as "a general lien". We are not entitled to sell property held under a lien but we are entitled to hold property other than money even if the value of it greatly exceeds the amount due to us in respect of costs.

## **9. Costs Recovered**

In some litigation cases, the successful client may be entitled to the payment of costs by the opposing party to the proceedings. However, it is rare for the system of assessment of costs, as it is known, to result in the opposing party having to pay the full amount of costs incurred by the client with their own solicitor. If the opposing party is in receipt of Public Funding (formerly Legal Aid), no costs are likely to be recovered. In the event that a client is successful and costs are deemed to be paid by the opposing party, interest can be claimed on those costs against the opposing party as from the date on which the order for costs was made. To the extent that any of the fees and disbursements of Rachel Conn & Co have been paid on account by the client, we will account to the client for such interest but will otherwise be entitled to retain it. The client must note that the primary liability for costs incurred with Rachel Conn & Co is that of the client, even in the case where it is expected that an order for costs will be obtained against an opposing party. Further, the fees involved in the assessment of costs and of seeking to enforce any such order for costs against an opposing party have to be met by the client.

It is a condition of our retainer that any monies we receive on your behalf will be used to clear any outstanding bills, including disbursements, before such monies are forwarded on to you. This includes any outstanding bills due to us from you in other, unrelated matters. We will not forward monies to you until our bills are cleared, and you agree not to approach any third party direct in order to arrange for payment to you with a view to circumventing this requirement.

## **10. Interest payments**

If Rachel Conn & Co holds money on your behalf for more than seven days, interest will be paid and calculated and paid to you based upon the rate paid to us by Lloyds Bank on our general "Client Call Account" where the interest calculated is in excess of £20. This sum will be paid to you gross, and you would therefore need to declare this to H M Revenue & Customs.

## **11. Limited Companies**

When accepting instructions to act on behalf of a limited company, we may require a Director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges

and expenses of this firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis, and expenses as set out earlier.

## **12. Source of Funds**

In order to comply with its statutory requirements, the firm operates an anti-money laundering reporting procedure.

If the firm forms a reasonable suspicion that you (or any other party involved in this matter) are involved in money laundering or hold the proceeds of crime, the firm is required by law to make a report to the National Crime Agency (“NCA”) without advising you that we are doing so. The firm is also prohibited from confirming or denying that a report has been made. These requirements override the firm’s duty of confidentiality to the client.

Proceeds of crime are assets or income that have been acquired through some illegal activity, for example drug trafficking, non-payment of tax, or fraudulently obtaining benefits. If a report is made, the firm must stop work on the matter until it is authorised to proceed. Any fees, disbursements and expenses incurred in complying with the above will be charged to you. The firm does not accept liability for any consequential losses arising as a result of complying with its statutory obligations.

## **13. Financial Services and Insurance Contracts**

We are authorised to place certain insurance policies, and Rachel Conn is on the Exempt Professional list at the Financial Conduct Authority.

## **14. Tax Advice**

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on certain tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, please raise them with us immediately. If we can undertake the work necessary to resolve the issue, we will do so and advise you accordingly. If we cannot, we may then be able to identify a source of assistance for you.

## **15. Client Care**

We are confident that we will give you a high quality of service in all respects. However, if you have any queries or concerns about our work, or about your bill, please raise these in the first instance with the Solicitor handling your matter. If your concerns are not able to be resolved in the first instance, please contact Rachel Conn, Principal, who has overall responsibility for client care within this firm.

If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman on 0300 555 0333 or [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk) to consider your complaint. Normally you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint.

## 16. **Termination**

If we decide to stop acting for you, for example if you do not pay an interim bill or comply with the request for a payment on account, we will tell you the reason and give you notice in writing.

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 came into force on 13<sup>th</sup> June 2014. You may have the right to withdraw, without charge, within fourteen days from the date on which you asked us to work for you. If you seek to withdraw instructions, you should give notice by telephone, email or letter to the person named in these Terms and Conditions of Business as being responsible for your work.

## 17. **Confidentiality and Conflicts**

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 when solicitors may be required by statute to make a disclosure to the National Crime Agency ('NCA') where they know or suspect that a transaction may involve money laundering or terrorist financing.

Occasionally we are obliged to provide for inspection relevant files to a third party such as our accountants, our bank, the Solicitors Regulation Authority or the Senior Courts Costs Office.

We may outsource certain types of work including, but not limited to, word processing, photocopying, archiving, costing, or research and preparation to assist with your matter. Where such services are outsourced, we obtain undertakings to ensure your information is kept confidential and processed only in accordance with our instructions. If you do not want your file to be outsourced, please tell us as soon as possible.

Emails and mobile phone messages are not always secure, and can be accessed by criminals. If you are not sure an email has come from us, or that we have received your email, please contact us by landline to check.

## 18. **Storage of Papers and Deeds**

After completing any work, we are entitled to keep all papers and documents while there is money owing to us for our charges and expenses.

Where stored, a file of papers is kept in storage for not less than 6 years. After that, storage is on the clear understanding that we have the right to destroy papers after such period as we consider reasonable, or to make a charge for storage if we ask the clients to collect the papers and they fail to do so.

We will not destroy any documents such as wills, deeds and other securities, which we have been asked to hold in safe custody. No charge will be made for such storage unless prior notice in writing is given of a charge to be made from a future date which may be specified in that notice.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act, we will not normally charge for such retrieval. However, we will normally make a charge based on time spent for producing stored papers or documents to the client or to another party at the client's request.

We also have cloud storage for client's files and information. If you do not wish us to retain your files or information in this way, please let us know.

#### **19. Equality and Diversity**

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees.

#### **20. Data Protection & GDPR**

Please see our website at [www.rachelconn.co.uk](http://www.rachelconn.co.uk) for our Privacy Policy under the General Data Protection Regulation which came into effect from 25<sup>th</sup> May 2018. 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, the Data Protection Act 2018 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. You have a right of access to the data we hold about you.

#### **21. Jurisdiction**

Any dispute or legal issue arising from our Terms and Conditions of Business will be determined by English law. If any part of these Terms and Conditions of Business or our letter of engagement is found by the court to be illegal, invalid or unenforceable then that provision shall, to the extent required, be severed and shall be ineffective but without affecting any other provisions that shall remain in full force and effect.

#### **22. Future Instructions**

Unless otherwise agreed and subject to the application of then current hourly rates, these Terms and Conditions of Business shall apply to any future instructions given to us.

Although your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions of Business, it may not be possible for us to start work on your behalf until we have our letter of engagement signed by you and returned to us to keep on our file.

**RACHEL CONN & CO**

**20<sup>th</sup> June 2019**