

## **GENERAL INFORMATION FOR CLIENTS AND TERMS OF BUSINESS**

### 1. **INTRODUCTION**

We are a broadly based practice with specialist fields of expertise in the following sectors:

Commercial Property:	All aspects of commercial property and development matters;
Litigation & Dispute Resolution:	Contentious civil matters, property related disputes, town and country planning, Judicial review and employment;
Company & Commercial:	A wide spectrum of work for corporate and commercial clients, including employment matters;
Sport:	Appearance and playing contracts, management contracts, sponsorship agreements, event organisation, football club take-overs and general sports related law;
Entertainment:	Most aspects of the film, television, music and theatre industries;
Private Client:	Matrimonial and all family matters, dispute resolution, wills and probate;
Conveyancing:	Residential and agricultural property sales, purchases and lettings.

If you would like more information about the services we can provide, please talk to your client partner.

### 2. **OUR ROLE AS SOLICITORS - YOUR ROLE AS CLIENT**

Our role is to provide legal advice and assistance and such ancillary services as solicitors normally provide. We aim to deal with your matter effectively and efficiently with reasonable skill and care in accordance with your reasonable and lawful instructions and subject to our professional rules and code of practice. We will endeavour to keep you informed as the matter progresses. We will help you to identify the objectives to be achieved and advise on the most effective ways to achieve them. The decision-making responsibility must always rest with you as the client, but we will try to advise on the appropriate factors to be taken into account in making those decisions.

On major steps we will consult and seek your instructions. On the routine conduct of the matter, however, we shall be entitled to take such action as is reasonable or necessary in your best interests. Most matters involve teamwork between solicitor and client. You will be responsible for giving us such instructions, information and documents as we may need in order to carry out our duties. You can assist greatly by giving us all relevant information and documents promptly and by providing as much detail as possible about the background to the matter. It also helps us if you show a continuing interest in the progress of the matter.

### 3. **CLIENT - CLIENT PARTNER RELATIONSHIP**

It is our policy that each client has a partner as "client partner" who is responsible for relations between the firm and the client and for all that client's matters. Normally your client partner will be the partner responsible for introducing you to the firm and therefore will be a person whom you know. Otherwise a senior partner or departmental head will be allocated to your matters as client partner and you will be told who he or she is.

Your client partner will not always be the person who carries out the work on your matters. Very often that will need to be undertaken by others in the firm who have the appropriate experience and skills. However, your client partner will be kept informed generally and will have the overall responsibility for the conduct of your matters. You are always welcome to discuss any of your matters with your client partner as well as with those dealing with your matters.

### 4. **COMPLAINTS**

We have a clients' complaints procedure in place in accordance with the Solicitors Regulation Authority Code of Conduct 2019 and we will provide you with a copy of the complaints procedure on request.

If you are unhappy about the way a matter is being handled you should talk with the person dealing with it. If you remain unhappy, please raise the matter with your client partner who will do his best to resolve the point with you. We aim to give our clients a first-class, personal service and hope that by discussing matters actively with the person dealing with your matter and your client partner you will not have any cause for complaint.

If despite such discussion you still have a complaint, you should write to one of our senior partners, explaining your reasons for dissatisfaction with the service you have had. The name of the appropriate senior partner will be given to you in our letter of engagement. He will either deal with your complaint himself or, if he thinks it more appropriate, will pass it to one of the other partners, unconnected with the matter, to investigate and respond to you accordingly. If you are not satisfied with the response you may discuss the matter further with the partner who has dealt with your complaint and he or she will try to resolve it with you.

If after a period of 8 weeks from the date of your initial contact with us your concerns have still not been satisfied, then you are entitled to complain to the Legal Ombudsman who can be contacted at PO Box 6806, Wolverhampton WV1 9WJ or [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk).

### 5. **TERMINATION**

You may end your instructions to us in writing at any time. Your right to terminate our agreement may be restricted if we are on record as your solicitors at the Court, as we may need the Court's permission to cease acting for you in your matter.

We reserve the right to stop acting for you only with good reason and on giving you reasonable notice. If, for example, you fail promptly to pay our invoices or any requested monies on account or if you fail to give us instructions as reasonably requested, we may temporarily or permanently cease further work. We may exercise these rights irrespective of any prejudice suffered as a result. We may also end our retainer if any conflict of interest should or may arise between you and us or you and another of our clients. Otherwise, a specific retainer will end on completion of the work and a general indefinite retainer may be ended by us on reasonable notice.

If you or we decide that we will stop acting for you, you will pay our charges on an hourly basis and expenses as set out below.

## 6. **FEES**

Unless otherwise agreed in writing, our fees will be based on hourly charge rates for time spent on the matter. The hourly charge rates will be either those quoted to you or (in the absence of quoted rates) our current rates applying for the persons working on the matter. Our rates are reviewed periodically and may be varied by us upon giving you written notice.

Time spent on your affairs will include meetings with you; considering, preparing and working on papers; correspondence; and making and receiving telephone calls. Routine letters and routing telephone calls made and received will be charged for in units of 1/10th of an hour. Other letters and calls will be charged for on a time basis. An uplift may be applied to our charges to reflect the following factors: any particular complexity, difficulty or novelty involved; any particular knowledge or expertise required; urgency; seniority and skills of the persons involved; and the value or importance of the matter to you.

If we agree in writing a fixed fee for any work, we will charge that fee for work within the scope of the agreement, but may charge additional fees on the basis explained above for any work outside the scope of the agreement. Unless otherwise agreed in writing any fixed fee agreed with you will not include expenses.

## 7. **COSTS ESTIMATES AND BUDGET LIMITS**

Unless we are engaged on a fixed fee basis, we will try to give you guidance about costs at the start and periodically as the matter progresses. Legal costs are always a major factor to be taken into account in making decisions about any matter. Unfortunately, because it is often difficult to predict the course of a matter and the amount of work to be done, it may not be possible to give more than rough guidance at the start. As the matter progresses we may be able to give a firmer estimate of on-going costs. Since all estimates are based on assumptions, you need to appreciate that costs may exceed the estimate. If any unforeseen significant extra work becomes necessary, for example due to unexpected difficulties or if your requirements or the circumstances change, we will inform you in writing. We will also try to give you an estimated cost of the extra work.

If you would like advice on costs or to discuss a budget or limit, please talk with the person dealing with the matter or your client partner. We will not, however, be able to guarantee that we can complete the matter within any budget limit and you may be committed to continuing with the matter even though the budget or limit is reached or risk loss or prejudice if you do not do so.

## 8. **EXPENSES**

We will charge for the following expenses:

- (1) incidentals, e.g. photocopying, bank charges, non-local telephone calls, faxes, courier and other deliveries, travel, document storage and retrieval, and other incidental costs directly attributable to the services provided;
- (2) disbursements and other expenses reasonably incurred by us or authorised by you.

## 9. **VAT**

Normally we have to charge Value Added Tax at the current rate to all clients resident in the European Union. VAT may not be chargeable on our fees if you are resident outside the UK but within the European Union and are registered for VAT. If this applies to you, please give us your VAT registration number. If you fail to do so, we will be obliged to charge VAT.

We will also be incurring costs and expenses in the provision of our legal advice and services to you, for example searches, fees, bank transfer fees and other expenses, on which we are obliged to charge VAT.

## 10. **INVOICING**

We may render interim invoices on a monthly or other periodic basis, which may be more frequent where appropriate to reflect the amount of work carried out. Our accounts department at our Harrow office will usually issue an invoice automatically at the end of each four-week period unless alternative arrangements are agreed. We may render an invoice for expenses only and a later invoice for our fee for the work in question. If we have agreed a fixed fee for certain work we may, unless otherwise agreed in writing, render periodic interim invoices or "on account" bills as work progresses on account of the agreed fee and in respect of expenses to date. A final invoice will be delivered at the end of the work covered by the fixed fee agreement.

## 11. **MONIES ON ACCOUNT**

We will require payment of monies on account of future fees and expenses within 5 days of request or immediately in case of urgent matters. Monies paid on account will be credited to you in our general client account. We will convert currency receipts into sterling, unless agreed otherwise. Failure to provide money on account when requested could jeopardise our ability to proceed with your matter.

## 12. **CLIENT MONIES**

Other monies which we receive on your behalf or to your account will be credited to you in our general client account. If we do not have a client account for the currency received we may convert to sterling unless specifically instructed to hold the monies in a separate client account in that currency in which case we may make a reasonable charge. Unless they are held for a specific purpose, we may apply monies held to your credit in client account to payment of any sums due to us from you.

Client monies will be held generally in Barclays Bank Plc.

We will not be liable for client money lost or any other losses resulting from a bank collapse or other banking failure. You should be aware that the £85,000.00 Financial Services Compensation Scheme indemnity limit applies to each individual client. So, if you hold other money in the same Bank then the limit will remain £85,000.00 in total (i.e. your money will be aggregated with any money we hold for you in the same Bank). You should also note that some deposit-taking institutions have several brands but the £85,000.00 limit applies per institution (not to each brand). You should check with your Bank, or with the Financial Services Authority, if you require more information.

## 13. **INTEREST ON CLIENT MONIES HELD BY US AND RESIDUAL BALANCES**

Generally, we do not pay interest on monies held for you in our general Client Account, but only in respect of monies held in a Designated Deposit Account.

If, following the conclusion of the matter we are holding for you in our general Client Account a residual balance of £100 or less, such balance will be donated to charity if you do not respond within 30 days to communications asking for your instructions regarding the return of such balance to you.

## 14. **PAYMENT TERMS**

Our invoices are due to be paid on receipt by you. In default of payment within 28 days, we may charge interest. If you are a business as defined under S.2 of the Late Payment of Commercial Debts (Interest) Act 1998, the rate of interest charged will be the rate from time to time applicable under the Act which shall also determine the method of calculation of any interest - currently 8% above the Bank of England Base Rate, per annum, as at the end of the day that payment was to be made. In all other circumstances, interest will be charged on a daily basis from the date of the invoice until payment at the rate payable on judgement debts, currently 8% per annum. If you have any query about the invoice, you should contact the person dealing with the matter straight away.

15. **FINANCING OF THE MATTER**

Each client is responsible for prompt payment of our invoices and any monies on account which we request and to fund any payments which are to be made in the transaction in question. If we act for more than one client in a matter, each will be jointly and severally liable to us for such payment unless we agree otherwise in writing. You should therefore satisfy yourself at the outset, with such guidance as we can give you on costs, that you have the resources and cash flow to make payment promptly and generally finance the matter. If you have any doubt about your ability to provide funds, you should discuss it with us immediately. We can then consider with you any practical arrangements which might help you finance the legal costs.

Where we receive instructions from a Limited Company, whose share capital is less than £100,000.00, we will require you to procure the signature of two directors on the personal guarantee enclosed, confirming that they will indemnify us should our charges and expenses not be paid by the company. If such a request is refused, we may stop acting and require payment of our charges and expenses to that date. If this provision applies and you have not already received the guarantee for signature, please contact us immediately, as it will not be possible for us to undertake further work on this matter until it has been signed and returned.

16. **MAXIMUM LIABILITY**

Our maximum liability to you in relation to the provision of our services however arising in relation to the retainer will not exceed £10million.

17. **SPECIFIC EXCLUSIONS**

Our retainer excludes tax advice other than SDLT or IHT

18. **COST / BENEFIT AND RISK / REWARD CONSIDERATIONS**

In all matters there are costs and risks involved in order to attain the desired objective or benefit. We cannot guarantee that you will be successful in achieving your objective, but one of our functions is to give you help, if you need it, in analysing the relevant cost / benefit and risk / reward factors and in identifying realistic and achievable objectives. It is very important that you consider these aspects carefully at the beginning and keep them in mind throughout the matter. Please ask us for assistance and advice on these aspects at any time.

19. **DOCUMENT STORAGE AND DESTRUCTION**

As a general rule, documents on our file belong to the client or, where we are acting for two or more joint clients, to all clients jointly. The following documents belong to us: our own correspondence with you, documents which we have created for our use for which no charge has been made (e.g. internal memos, notes of conversations, copies made for our use, our working papers), and our time and accounts records and accounting documents. Unless owned by clients jointly, we will return, on request at the end of a matter, documents belonging to you subject to any lien rights we may have.

At the end of the matter our file and all documents not returned to you will be stored for 6 years after which we may destroy them (except original documents held in our safe custody). We may make a reasonable charge for holding documents in our safe custody system and for retrieving documents from that system or from storage (including time spent on reading papers, writing letters or other work necessary to comply with the instructions).

20. **LIEN ON DOCUMENTS AND PROPERTY**

Unless we end our retainer without good cause we will have a right to retain all documents and other property belonging to you in our possession or control until payment of sums due to us. We may exercise this right irrespective of any prejudice which may be suffered as a consequence.

Unless contrary to the above or to our letter of engagement, the terms normally implied into a retainer between solicitor and client will apply.

## 21. **DATA PRIVACY**

At Curry Popeck we are committed to protecting and respecting your privacy. We handle all personal information with great care and have policies in place to ensure it is protected.

Your privacy is really important to us and we understand how important it is to you. Our Privacy Policy tells you about the type of information Curry Popeck collects and processes, what we do with it, how we keep your information secure, your rights and how to contact us.

Our Privacy Policy is published on our website [www.currypopeck.com](http://www.currypopeck.com). We may make changes to this policy from time to time and if we do so, the changes will be posted on our website. Hardcopies are available on request. Any changes will apply from the time we post them. This policy was last changed on May 10<sup>th</sup> 2018.

**CURRY POPECK**

**September 2020**