

## R & A Solicitors Ltd - Terms and Conditions of Business

We have prepared this document to make our terms and conditions of business as clear and understandable as possible, and to anticipate any queries you may have about working with us.

The following areas are covered in these terms of business:

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1. **R & A Solicitors Ltd** (Trading as R & A Solicitors).
- a) **Postal Address:** 366 Cheetham Hill Road, Cheetham Hill, Manchester, M8 9LS
- b) **Telephone Number:** 0161 721 4545
- c) **Fax Number:** 0161 795 9786
- d) **Website:** [www.rasolicitors.co.uk](http://www.rasolicitors.co.uk)
- e) **Email Address:** [info@rasolicitors.co.uk](mailto:info@rasolicitors.co.uk)
- f) **Value Added Tax (VAT) Number:** 240349821.
- g) **Regulatory Body:** Solicitors Regulation Authority (SRA No. 626893).

Where these Terms and Conditions of Business refer to 'us', 'we' and 'our' they refer to the R & A Solicitors Ltd. R & A Solicitors Ltd is a private limited company and any Agreement is with the Company and not any of the directors or employees. The Directors of the firm are Nasir Sardar, Mohammed Bilal and Bonaventure Oti.

### 2. Our Responsibilities

Throughout the life of your matter, we confirm that:

- a) We will review your matter regularly.
- b) We will advise you of any changes in the law relevant to your matter.
- c) We will advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter.
- d) We will update you regularly by e-mail, telephone or letter with progress on your matter, and likely timescales.
- e) We will communicate in plain language.
- f) We will update you on the cost of your matter at regular intervals.
- g) We will explain to you the legal work required as your matter progresses.

### 3. Your Responsibilities

- a) You will provide us with clear, timely and accurate instructions.
- b) You will provide all documents required to conclude your matter in a timely manner.
- c) You will safeguard any documents that could affect the outcome of your matter.
- d) You will settle our Bill when presented, in a timely manner.

### 4. Client Care/Complaints

- a) We will always endeavour to provide a proper standard of service and aim to be understandable, available, approachable, efficient and polite.
- b) We will keep you up to date at all times and communicate with you by telephone, email and correspondence promptly, fairly, openly and effectively. All correspondence will be sent by email unless you advise us otherwise in writing.
- c) Almost all of our clients experience a very good service from us. However, in the event you have any issues whatsoever, including your Bill, you have the right to make a formal complaint to this firm. You may make your complaint to the Complaints Manager and Solicitor of the firm, Mr Bernard Ruwenza. We take all feedback from clients very seriously. We have in place a formal Complaints Handling Procedure. A copy may be requested from the Complaints Manager. We must deal with your complaint and provide a final decision within 8 weeks. If we fail to deal with your complaint within **8 weeks**, or you are not satisfied with our response, you may refer your complaint to the Legal Ombudsman.
- d) In the event we are unable to address your concern's here at the firm you may complain to the Legal Ombudsman directly. Ordinarily, you can ask the Legal Ombudsman to look at your complaint if it meets all three of the conditions below:
  - The problem or when you found out about it, happened after 5 October 2010; and
  - You are referring your complaint to the Legal Ombudsman within either of the following:
    - o Six years of the problem happening; or
    - o Three years from when you found out about it; and
    - o You are referring your complaint to us within six months of your service provider's final response.
- e) Anyone making a complaint to the Legal Ombudsman must be:
  - i. An individual;
  - ii. An enterprise with less than ten staff or with a balance sheet of less than 2 million Euros as defined by the European Recommendation 2003/361/EC of 6 May 2003;
  - iii. A club, association or society with an annual income of less than £1 million;
  - iv. A charity with an annual income less than £1 million;
  - v. A trustee of a trust with a net asset value of less than £1 million;
  - vi. A personal representative or the residuary beneficiaries of an estate where a person with a complaint died before referring their complaint to the Legal Ombudsman.

- f) If you do not fall into the list of above complainants then the only option open to you is to seek redress through the firm's Complaints Handling Procedure or by mediation, arbitration or by action through the Courts.

### g) Contact details for the Legal Ombudsman

- i. **Address:** PO Box 6806, Wolverhampton, WV1 9WJ.
- ii. **Telephone:** 0300 555 0333
- iii. **Email:** [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)
- iv. **Website:** [www.legalombudsman.co.uk](http://www.legalombudsman.co.uk)

- h) The Department for Business, Innovation and Skills has confirmed that the following Alternative Dispute Resolution (ADR) entities are currently available to deal with disputes in the legal services sector: [Ombudsman Services](#), [ProMediate](#) and [Small Claims Mediation](#) in the event you wish to engage in mediation concerning your complaint. However, we will not be agreeable to engage in ADR mediation until such time as the Legal Ombudsman is approved to be an approved ADR provider.

### 5. Equality and Diversity

- a) We are committed to equality and diversity which applies to all clients, employees and third parties. Should you have any specific requirements please do contact us. If you would like a copy of our Equality and Diversity Policy one will be provided upon request.

### 6. Hours of Business

- a) The office is open between 9:00am and 5:30pm from Monday to Friday. The office is closed on bank holidays.

### 7. Terms of Business

- a) These terms including the limits of our liability are applicable to all current and future work. Any variation to these terms can only be confirmed in writing by this firm.
- b) These terms are to be read along with our engagement letter which set out the scope of your instructions to this firm. Any other document accompanying or referred to in the engagement letter such as a Conditional Fee Agreement or Contingency Agreement will collectively form part of this Agreement.

### 8. Exclusions

- a) We do not provide advice regarding laws beyond the jurisdiction of England and Wales.
- b) We do not provide advice regarding any taxation issues which may affect you now or in the future. We will provide some limited tax advice where appropriate. Any advice on tax issues that we are able to provide to you will be referred to in your engagement letter.
- c) We do not provide financial advice.

### 9. Copyright

- a) All the copyright in our documentation is the property of this firm and may not be used for any purpose other than for that which was originally intended.
- b) If you are to use our documents for any other purpose, then we will not be responsible for any losses you may incur.
- c) You may not present any part of our work to any third parties, unless you are required to by law. Third parties may not rely on any work we have done for you.

### 10. Document Safety

- a) You must at all times keep safe any documents which may be required in the future as a result of formally contested proceedings of any instructions given by you to this firm. Your position in such proceedings may be adversely affected in the event you are unable to provide copies of documents, electronically or otherwise, you may have been in possession of.

### 11. Our Regulator

- a) Our regulatory body is the Solicitors Regulation Authority (SRA). Our regulatory rules (the SRA Code of Conduct 2011) can be found on their website [www.sra.org.uk](http://www.sra.org.uk). The SRA's contact details are:
  - i. **Address:** Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN.
  - ii. **Telephone:** 0870 606 2555 (Monday to Friday)
- b) The Principal of the firm is Nasir Sardar.

### 12. Professional Indemnity Insurance

We are obliged to take out and maintain Professional Indemnity Insurance with a qualifying insurer under the Solicitors' Indemnity Rules 2010; this is limited to **£2,000,000 (Two Million Pounds)**. You may request details or a copy of our compulsory layer of our professional indemnity insurance together with the contact details of our insurer from our office.

### 13. Fixed Fees

- a) The sum of any fixed fee work to be carried out by the firm will be identified in your engagement letter. In addition to any fixed fee work there may be other expenses and VAT applicable.

### 14. Hourly Rate

- a) Any hourly rates charged by this firm may vary depending of the rate of the individual dealing with the matter. A list of hourly charge out rates will be provided to you in our engagement letter. The rate relevant to your matter will be identified and we will always notify you in writing if the hourly rate is to change.
- b) Time spent on your matter may include meetings with you as well as third parties, waiting, travelling, research, dealing with correspondence, telephone calls, emails, drafting and producing file notes.
- c) VAT applies to all of our hourly rates and our hourly charge out rates will be reviewed annually.
- d) Time will be recorded on your matter at a rate of one tenth of an hour. This will be the minimum unit of time we will spend on your matter.

### 15. Services

- a) Services in addition to our fees will be payable by you. An example of these may be fees payable to third parties such as barristers, witnesses, experts, court fees and travelling expenses. VAT may be applied to some of these expenses.
- b) We may submit bills periodically at our discretion and usually once per month. Bills become payable immediately as and when they are submitted as final bills. This does not, however, prevent the firm from charging for expenses for that period on any future bills.
- c) We may request from you the balance in full or in part of any bills up front. We may also do this in respect of any expenses which may be incurred as a result of your matter. Such

- payments are often referred to as 'payment on account'. Where the firm does ask you to make a payment on account and you fail to make such a payment or payments our obligation to undertake any further work will cease. We may also cease to act for you entirely if you fail to pay monies on account when necessary or to pay any bills whatsoever.
- d) Any credit provided by the firm to you in order to carry out urgent work will be billed and payable immediately.
- e) It is your obligation at the outset of any matter to inform us as to whether or not you have in place any type of insurance policy which may cover our fees. Such cover is usually referred to as 'legal expenses insurance' (LEI) and may be offered along with your home insurance policy. You must also advise us where a third party is going to be responsible for our fees. Where a third party has agreed to pay the firm's fees you will remain responsible for the payment of our fees until such time as they are paid in full.
- f) Where we are acting for more than one person or legal entity we will act for those individuals both jointly and severally. Joint and several liabilities will also apply to all parties in respect of any bills. Instructions from any one particular individual person or legal entity will be accepted from the outset of any instructions received unless you instruct us in writing differently.
- g) We may charge interest on all or part of any outstanding bills at the applicable statutory rate payable and on any judgement debts. We may retain any papers and or documents which belong to you whilst bills remain unpaid.
- h) Where you make any payment of any bill in full or in part and that payment fails to clear, we may charge any fees incurred by this firm from our bank or any third parties. Such fees will be added to any current outstanding bill(s) or future bill(s).
- i) If you have any issues or queries with any particular part of any bill, you must pay in full the part you do accept whilst any outstanding issues are being resolved.
- j) If we hold any monies on account for you, whether as a payment on account or a payment received by a third party on behalf of you, we may use such monies to set off, in part or full, any outstanding bills or monies due to this firm by you. This does not waive the firm's right whatsoever in retaining papers belonging to you.
- k) If you wish to complain about your bill in part or in full, you may use the firm's Complaints Handling Procedure. A copy is available upon request. You also have the right to complain to the Legal Ombudsman and or apply to the Court for an assessment of your bill under part III of the Solicitors Act 1974. Contact details for the Legal Ombudsman can be located under clause 4 g) of this Agreement.
- 16. Storage of Documents and Administration Charges**
- a) We will retain a digital copy of all of the documents relating to your matter for at least six years. Any original documents returned to you will be your responsibility and we take no responsibility for such documents.
- b) If we retrieve any documents being stored for you there may be a charge of £50.00 plus VAT. Where any documents require retrieval in relation to a new or continuing instruction then we would normally waive such a charge.
- c) Should you request a copy of your Documents there will a £50.00 plus VAT administration charge.
- d) As we will store a copy of your papers digitally, unless you advise us otherwise in writing, all original copies will be destroyed, save for any original documents returned to you.
- 17. Termination**
- a) If you would like to terminate this Agreement, you may do so in writing. Where any outstanding monies for any bills or expenses these will remain payable and we may retain any documents including any deeds whilst any monies due remain outstanding. This is our right to exercise a 'Lien'.
- b) We may end this agreement at any time providing you with reasonable notice in writing. Our reasons for terminating this Agreement must be reasonable and may include your failure to provide us with proper instructions, provide identification, pay any expenses or outstanding bills or where we feel the relationship between you and this firm has broken down.
- c) If this agreement is terminated by either you or this firm any outstanding monies due must be paid, even where those monies due have not yet been billed at the time this Agreement has been terminated. The computation of any outstanding monies will be done on either a time spent basis or where a fixed fee was originally agreed our fees will not exceed that fixed fee.
- d) Where our Agreement has been terminated we may inform relevant courts, tribunals and or third parties. We will be entitled to charge for any time incurred for communicating to these third parties.
- 18. Financial Services and Insurance Products**
- a) Although this firm is not regulated by the Financial Conduct Authority (FCA) we may provide some limited financial services to you where these are intrinsic to your matter and instructions. Under the Financial Services and Markets Act 2000 the responsibility for our regulation has been delegated to the Solicitors Regulation Authority. Similarly issues regarding complaints have been delegated to the Legal Ombudsman. Please refer to clause three and ten if you wish to contact these two regulators.
- b) Although we are not regulated by the Financial Conduct Authority we are considered by the Financial Conduct Authority as an Exempt Professional Firm (EPF). This permits us to carry out limited regulated activities such as the issuing of certain insurance policies; after the event legal expenses insurance. The Financial Conduct Authority website for further information is found at [www.fca.gov.uk](http://www.fca.gov.uk).
- c) Any insurance policy or product identified by this firm is not recommended by us but is suitable for the purposes of your matter. You are obliged to satisfy yourself that the policy is acceptable in terms of its excess, exclusions, limitations and price. We do not conduct any type of analysis of the market for insurance products of this kind.
- d) You agree to provide this firm with details of any insurance policies you may have the benefit of and we will not be responsible for any loss if you fail to provide or identify any such insurance policies available to you.
- 19. Limitation of Liability**
- a) You hereby accept the limitation of this firm's liability. We may consider increasing our limitation of liability depending on the nature and characteristics of your instructions. We may have to increase and or revise our fees where an increase in our limitation of liability has been agreed.
- b) We will use reasonable skill and care in carrying out the work in your matter.
- c) There will be no limit of liability in respect of any fraud by this firm or any of its partner(s), employee(s) or consultant(s). We do not attempt to limit any liability where we are not permitted to do so by law or by our regulatory code.
- d) We will not be liable where you or any third parties make any false, incomplete or misleading representations or in respect of any acts or omissions made by you or any third party. Where this firm fails to reasonably identify any false, incomplete or misleading information to the extent which constitutes negligence, we will remain liable, but in accordance to these terms and conditions of business.
- e) We will not act for you in any circumstances where if to do so would breach any laws or any of our regulatory duties or obligations. We will not be liable for any losses resulting from our refusal to act in such circumstances to you or any third parties.
- f) The limitation of this firm's liability is limited to £3,000,000 (Two Million Pounds) for any breach of contract, negligence and or breach of statutory duty.
- g) Where your matter involves more than one individual or legal entity the limitation of our liability is in respect of all parties collectively.
- h) You agree not to bring any proceedings against any employees of this firm personally in respect of this agreement other than where you are permitted to do so by law.
- i) Our liability in respect of any other parties will be specific to our proportion of liability and will be fair and reasonable having had full regard to our level of fault whether in contract or in tort.
- j) No provision of these terms and conditions of business will restrict this firm's liability in respect of death or personal injury caused by our negligence and fraud or fraudulent misrepresentations.
- 20. Client Money**
- a) Where any third party holding funds is to experience insolvency then this firm will not be liable for any losses incurred by you.
- b) Nominal or small amounts of interest which may exist on account will not be payable to you unless such an amount is in excess of £20.00 (Twenty Pounds). Any such balances will not be used to set off against any expenses or bills due to this firm by you which do not exceed this amount.
- c) Any deposits received by this firm from you or on your behalf from any third parties may be deposited by this firm into any account or accounts.
- d) You agreed that where an insolvency event occurs we may disclose to the Financial Services Compensation Scheme (FSCS) any details and information necessary about you and or any monies we hold or have deposited on your behalf. If you do not agree to this you must notify us in writing. Any instruction in this respect must be addressed to the **Principal** (and Data Protection Compliance Officer) **Nasir Sardar**. Where you decide to instruct this firm not to disclose information to the FSCS you may waive your right to any compensation you may otherwise have been entitled to under the FSCS. Details of the FSCS can be located at [www.fscs.org.uk](http://www.fscs.org.uk) and telephone number 0207 741 4100.
- e) The FSCS deposit protection scheme applies to client money, and is limited to £75,000.
- 21. Privacy, Confidentiality and Data Protection**
- a) Unless agreed by you or required by law we will not disclose any of your information to any third parties. In some circumstances we may consider the use of credit reference agencies and information database companies when taking on new instructions and or deciding whether or not to incur costs on your behalf. If you are an individual, we will require your consent to carry out any such credit reference checks. Your acceptance of this Agreement and your continuing instructions will constitute your agreement and acceptance of us carrying out such checks. We will provide you with information regarding any agency we may use upon request by you in writing. Any information will be kept safe and secure and will only be used by us and for the purpose for which it was intended.
- b) Where this firm is to act for you and a lender simultaneously your continuing instructions in such matters will constitute as your agreement for this firm to make any disclosures necessary to comply with its statutory and regulatory duties and obligations. We may refer information regarding your transaction to your lender and to Her Majesty's Revenue and Customs (HMRC). Such information may include, but is not limited to, details on your mortgage application, any information we receive during and after any transaction including incentives provided by the seller, any deposits provided by you or any third parties including the change of the value of any deposit provided or the property value.
- c) Regarding any Stamp Duty Land Tax (SDLT) or any other duty or tax liability we shall assume that any information provided to this firm either by you or any third party is true and accurate. Any loss, sanctions or penalties resulting from such information being wrong or inaccurate will not be the responsibility if this firm.
- d) Where you provide us with contact details for any electronic communication this firm will assume that such communications will be secure, and we do not accept responsibility for any interception of any information during or after the transmission of such electronic communications.
- e) Email communications from this firm may not be encrypted. You must, therefore, advise us in writing if you do not wish to receive communications from us this way. If you do not instruct us in writing, we will assume that you are happy to receive all and any communications by email.
- f) This firm will take reasonable steps to ensure the security and integrity of our computer systems and networks. Please ensure that you do the same.
- g) All information we hold on your behalf we will protect and keep safe in accordance with the Data Protection Act 1998.
- h) It may be necessary from time to time to allow third parties access to your file and information. Such third parties may be auditors who may be conducting audits of the quality of work carried out by this firm. Unless you confirm to us in writing we will assume that you consent to such third parties having access to your file and information.
- i) Under the Data Protection Act 1998 you have the right to obtain information we may hold on your behalf. This may include any description of the data that we hold on you. Any such requests should be referred to our Data Protection Compliance Officer, Qudus Ashu. A charge of up to £10.00 (Ten Pounds) may be made where we provide you with any information.
- 22. Third Party Charges and Expenses**
- a) We will advise you as to whether you are likely to recover any costs and or expenses from any other third parties. In some matters you may receive payment for some of your costs and or expenses. However, in other matters you may not be entitled to claim such costs and expenses, for example, in an Employment Tribunal, where this is rare.
- b) Where interest on any award made by the court or tribunal are applied these will be shown and explained to you.
- c) If you lose your case you may be responsible for costs made by an order of the Court or Tribunal and where this is the case we will inform you of the nature and amount of such costs.
- d) Any order made by a Court or Tribunal for costs if you lose will be in addition to our costs. We will advise you of the result of any costs awarded against you and the date by which they

will need to be paid. Where there is an insurance policy in place to cover such costs, or orders we will discuss these with you.

### 23. Funding your Matter

a) There are various options available to you when deciding how to fund any matter you may wish to instruct this firm to carry out on your behalf. These are:

#### i. Privately Funded

This option is where you will be responsible for the fees and expenses including any disbursements. Choosing this option means that you may be responsible for the costs and expenses of your opponent.

#### ii. Legal Expenses Insurance (LEI)

It may be that you already have an insurance policy in place which makes provision to cover your legal costs. Such cover may be included in a home insurance policy. You must check any insurance policies you have in place and contact the insurer in order to ask them what cover, if any, is available to you. Such cover may also exist as part of a group or union. You should check with your members before making any further decisions about your funding options. Any work this firm does on your behalf before any cover is identified or put in place will be charged to you and will be your responsibility regardless of what any insurance policy may or may not cover. It may be that your LEI policy covers your costs and that of your opponent. You should check your policy to ensure the extent of the cover provided.

#### iii. After the Event Insurance (ATE)

ATE insurance may be an option you could consider if you do not have in place LEI. ATE insurance may cover you and your opponent's costs. Where the policy only covers your opponent's costs you will still remain responsible for our costs. Prior to any ATE insurance application being made an assessment of the prospects of your claim will need to be made. You will be responsible for any costs in relation to such an assessment. Whilst costs for the ATE insurance policy will be your responsibility, you may be able to include such an outlay against the ATE insurance policy. ATE insurance premiums are usually between 15% and 40% of the cover required. If your circumstances change during the course of your matter then the insurance cover may be withdrawn. If you lose your case or settle and both sides agree to pay their own costs or if the insurance is withdrawn, then you will remain responsible for our costs. Our costs will include disbursements and VAT.

### 24. Referrals and Third Parties

a) Any referrals or recommendations we may make to any third parties will be made in good faith. Any commissions we may receive we will notify you in writing.

b) Any advice given by any third-party agency, firm or business will not be our responsibility and we will not accept any liability in respect of any such advice you may receive. Where a third party is providing you with advice or a service and they are not regulated by the Solicitors Regulation Authority you will not benefit from any protection contained in the Solicitor's Code of Conduct 2011, the Solicitor's Indemnity Insurance Fund, the Solicitor's Compensation Fund or making a complaint to the Legal Ombudsman.

### 25. Conditional Fee Agreement (CFA)

a) A CFA is where we agree to carry out work on your behalf and the costs of our work will not be payable. This type of arrangement is more commonly referred to as 'no win no fee'. Under a CFA you will still remain liable for our charges, disbursements and any success fee, however, these are normally recoverable from your opponent if you win. If you were to lose your case you would not be responsible for our costs, but you would be responsible for any disbursements, charges and your opponent's charges, disbursements and success fee, if relevant. In the event your instructions are to be in conjunction with a CFA we will write to you separately setting out the details of such an agreement with you.

b) We may need to charge for work carried out in making an assessment of your claim before agreeing to continue with a CFA.

c) It may be necessary for you to obtain insurance to cover your opponent's costs in the event you were to lose your claim. An application would need to be submitted to an insurer and the cost of such a policy would be your responsibility, although you may recover such costs from your opponent in the event you were to win your claim.

d) A CFA may not always be an option for your claim. Usually a CFA is entered in to on the ability of your opponent to pay your costs. If there are doubts around your opponent's ability to pay then the CFA route may not be an option.

e) A CFA may be withdrawn by us and the insurer. This may be due to a change in circumstances. If this is to happen then you would need to continue on a private paying basis.

f) Additional or subsequent CFA's may be necessary. An example may be for the use of a barrister. In such circumstances you will be responsible for their costs on a private paying basis too in the event their CFA is withdrawn. You cannot engage expert witnesses under a CFA because of their duty to the Court.

### 26. Damages-Based Agreement (DBA)

a) A DBA is where we agree to carry out work on your behalf and the costs of our work will not be payable. This type of arrangement is more commonly referred to as 'no win no fee'. Under a DBA you will still remain liable for our charges, disbursements and any success fee, however, these are normally recoverable from your opponent if you win. If you were to lose your case you would not be responsible for our costs, but you would be responsible for any disbursements, charges and your opponent's charges, disbursements and success fee, if relevant. In the event your instructions are to be in conjunction with a DBA we will write to you separately setting out the details of such an agreement with you.

b) We may need to charge for work carried out in making an assessment of your claim before agreeing to continue with a DBA.

c) It may be necessary for you to obtain insurance to cover your opponent's costs in the event you were to lose your claim. An application would need to be submitted to an insurer and the cost of such a policy would be your responsibility, although you may recover such costs from your opponent in the event you were to win your claim.

d) A DBA may not always be an option for your claim. Usually a DBA is entered in to on the ability of your opponent to pay your costs. If there are doubts around your opponent's ability to pay then the DBA route may not be an option.

e) A DBA may be withdrawn by us and the insurer. This may be due to a change in circumstances. If this is to happen then you would need to continue on a private paying basis.

f) Additional or subsequent DBAs may be necessary. An example may be for the use of a barrister. In such circumstances you will be responsible for their costs on a private paying basis too in the event their DBA is withdrawn. You cannot engage expert witnesses under a DBA because of their duty to the Court.

### 27. Estimates

a) Any estimates provided are only as a guide. Where an estimate is to change significantly we will inform you of any additional costs or charges relevant to your matter.

b) Where it is not possible to provide you with a full or accurate estimate at the outset we will do our best to provide you with as much information as we can. Where accurate or precise information cannot be provided we shall explain why and provide you with the option of setting a ceiling figure which will not be exceeded unless agreed by you in writing.

### 28. Public Funding

a) The Legal Aid Agency is sometimes referred to as Legal Aid. We currently do not provide Legal Aid Agency Funding for any matters. You must meet certain criteria in order to qualify for public funding. We will assess your eligibility at the outset. If you do meet the criteria for public funding and your circumstances change then you will be responsible for our costs on a private paying basis.

b) All fees for publicly funded work are charged out by this firm at the rates set by the Legal Aid Agency.

### 29. Anti-Money Laundering

a) We will advise you at the outset whether or not your matter is subject to Anti-Money Laundering legislation.

b) We are obliged by law to carry out Client Due Diligence (CDD) in line with UK anti-money laundering and counter-terrorist financing laws. This means we must obtain identification of clients and maintain records. We need to be familiar with the source and nature of any financing you may provide during the course of your matter.

c) We may carry out online checks in order to verify your identification. Where such online checks fail in establishing your identification we may ask you for original identification.

d) Identification must be obtained for all individuals including partners, directors and members of any partnership, limited company or limited liability partnership. In the event we are unable to verify your identification online we may require from you original identification. Photo identification acceptable may include a passport, photo driving license or national identity card. This will prove your identity. We will also require a recent utility bill (or similar document in your own name, for example, a bank statement) not more than three months old as evidence of your address. Originals will be required or you may have your identification certified by another regulated professional.

e) All companies will be subject to a Companies House or similar search.

f) For all other legal entities we will inform you of what we are able to accept and whom we may accept identification from.

### 30. Legal Obligations and Disclosures

a) Under the Money Laundering Regulations 2007 (MLR), Proceeds of Crime Act 2002 (POCA) as amended by the Serious Organised Crime and Police Act 2005 (SOCPA) we are required to make any report to the National Crime Agency (NCA) where we are suspicious that a transaction involved any proceeds of crime. In the event we make a report to NCA we may not be able to inform you and we may need to cease acting for you in your matter.

b) We will not be responsible for any loss you may incur as a result of any report we may need to make to NCA or for refusing to act further in your matter as a result of our legal duties and obligations.

### 31. Cash and Payments from You

a) Any payments in cash received from you by this firm must not exceed £1,000.00, even where an amount greater than this is due to this firm for the payment of a bill.

b) We will not be responsible for any losses you may incur in our refusal to accept cash payments greater than £1,000.00.

### 32. Rights of Third Parties

a) Third parties who are not party to this contract will not be able to enforce or rely on any of the terms in this Agreement.

### 33. Outsourcing:

Sometimes we ask other companies to carry out certain work on our files. We will always have a confidentiality agreement with these providers. If you do not want your matter to be outsourced, please tell us as soon as possible.

### 34. Jurisdiction and Applicable Law

a) These terms and conditions of business together with our engagement letter will be governed by the laws of England and Wales. Any disputes will be dealt with by the courts of England and Wales.

b) If part or this Agreement is deemed to be invalid those provisions which remain valid will still remain enforceable.

### 35. Other Products and Services

a) We may from time to time contact you in the future regarding our products and services which may be of interest to you. In order for you to benefit from future products and services we will need to maintain your details confidentially on our database.

b) In agreeing to these terms and conditions of business you are providing this firm with your authority to maintain a record of your data for these purposes.

c) If you do not wish to receive details of our products and services in the future, you must notify us in writing.

### 36. Consumer Contracts Regulations 2013

a) You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day you received our Client Care Letter. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

b) If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us). We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you. We will make the reimbursement without undue delay, and not later than:

i) 14 days after the day we receive back from you any goods supplied, or

ii) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or

- iii) If there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.
- c) We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- d) Our full contact details are: R & A Solicitors, 366 Cheetham Hill Road, Cheetham Hill, Manchester, M8 9LS. Telephone: 0161 721 4545, Fax: 0161 795 9786 or Email: [info@rasolicitors.co.uk](mailto:info@rasolicitors.co.uk).
- e) If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

**NOTE: IMPORTANT, PLEASE READ**

Please print your name, sign and date one copy of these terms and conditions of business confirming that you have read and agree with them. Where, for whatever reason, we do not received a signed and dated copy from you your continued instructions will constitute your acceptance of these terms and conditions of business.

**Our Reference:**

**Name:**

**Signed:** .....

**Date:** .....

**R & A Solicitors Cancellation Form**

To R & A Solicitors, 366 Cheetham Hill Road, Manchester, M8 9 LS. Telephone: 0161 721 4545, Fax: 0161 7959786 or Email: [info@rasolicitors.co.uk](mailto:info@rasolicitors.co.uk).

I/We [ ] hereby give notice that I/We cancel my/our Agreement for the supply of legal advice and services from R & A Solicitors.

File Reference Number: ..... (this can be located on any correspondence you may have received from R & A Solicitors).

Received on ..... (this is the date on which you received your Client Care Letter from R & A Solicitors).

Name of consumer(s) .....

Address of consumer(s) .....

Signature of client(s)

Signature: .....

Signature: .....

Date: .....

Date: .....