

# **MARSHALL HATCHICK SOLICITORS**

## **Terms and Conditions of Business**

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## Introduction

Marshall Hatchick is a partnership authorised and regulated by the Solicitors Regulation Authority (whose website is at [www.sra.org.uk](http://www.sra.org.uk)) under recognised body no 00174159. A list of partners is available for inspection at The Ancient House, 22 Church Street, Woodbridge, Suffolk, IP12 1DH. These terms of business set out the basis on which we will provide our professional services and any specific terms applicable to your matter. Your continuing instructions will amount to an acceptance of these Terms of Business.

## 1. Hours of business

Our normal working hours are 9am to 5pm, Monday to Friday excluding bank and public holidays

## 2. Our Service

Marshall Hatchick is committed to high quality legal advice and client care, thus:

- We will update you by telephone or in writing with progress on your matter regularly unless otherwise agreed.
- We will explain to you by telephone or in writing the legal work required as your matter progresses.
- We will update you regularly on the cost of your matter.
- 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.

## 3. Our responsibilities

- We will review your matter regularly.
- We will advise you of any material changes in the law affecting your particular transaction.
- 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.

## 4. Your responsibilities

- You will provide us with clear, timely and accurate instructions.
- You will provide in a timely manner all documentation required to carry out the transaction.
- You will safeguard any documents which are likely to be required for your transaction.

## 5. Professional Indemnity Insurance

We are required by the Solicitors Regulation Authority to hold Professional Indemnity Insurance. Please contact us if you would like details of our policy, or view it on our website at [www.marshallhatchick.co.uk](http://www.marshallhatchick.co.uk).

## 6. Equality and Diversity

Marshall Hatchick is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. Please contact us if you would like a copy of our Equality and Diversity Policy or view it on our website.

## 7. General Data Protection Regulations

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 for management purposes and statutory returns; and
- legal and regulatory compliance

Our use of that information is subject to your instructions, the Data Protection Act 1998 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 under data protection legislation to the personal data that we hold about you.

We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information please notify our office.

## 8. Storage of Documents and Files

After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.

We will normally keep our file of your papers for at least 6 years at our cost, except those papers that you ask to be returned to you. After that storage is on the clear understanding that we can destroy them 6 years after the date of the final bill we send you for this matter.

We will not destroy documents you ask us to deposit in safe custody and they will then be available for inspection upon reasonable notice. No charge will normally be made for this, but we may however make a charge for storage if we ask you to collect your papers and you fail to do so.

Documents will be returned to you on request unless they are the subject of an undertaking or obligation to a third party or they are being retained pending payment of any outstanding costs.

If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However we may charge you both for:

- time spent producing stored papers that are requested; and
- reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers

Subject to any restriction imposed by law, we do not accept liability for the loss of, or for damage to items held in our custody, or any losses which might arise as a consequence of an item being lost or damaged.

Unless otherwise agreed in writing we retain the copyright and other intellectual property rights in all correspondence, papers and documents created by us in matters in which we are instructed.

## 9. Review of files

Our practice may be subject to audit or quality checks by external firms or organisations such as our insurers, external advisers, auditors or assessors. These external organisations are required to maintain confidentiality in relation to your file.

#### 10. Limitation of Liability

Our liability to you for a breach of your instructions shall be limited to the extent of our professional indemnity insurance or such other higher amount as expressly set out in the transaction engagement letter.

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.

#### 11. Applicable Law

Any dispute or legal issue arising from our terms of business will be determined by English law and subject to the exclusive jurisdiction of the English Courts, notwithstanding that you may be based or our services are provided to you elsewhere.

#### 12. Ending our services

You may end your instructions to us in writing at any time, but we will be entitled to keep all your papers and documents while there is still money owing to us for costs and expenses.

We may decide to stop acting for you only with good reason, e.g. if you do not pay an interim bill or fail to comply with a request for payment on account, fail to give us proper instructions or if there is a potential conflict of interest. We must give you reasonable notice that we will stop acting for you

If you or we decide that we should stop acting:

- You will pay our charges outlays and expenses to cover the work we have carried out up to the date of termination.
- We may keep all of the papers to which we are legally entitled to retain (a lien) until all of our costs, disbursements and interest have been paid.
- In litigious matters, we would need to apply for our name to be removed from the Court record as representing you and reserve the right to claim the costs of doing so against you.

#### 13. Money Laundering Requirements

The law requires solicitors, banks, buildings societies and others to get satisfactory evidence of the identity of their clients and sometimes people relating 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 get evidence of your identity as soon as practicable. We ask clients to complete a standard Know Your Client form as appropriate and to supply evidence of identity and residence. If you cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity.

#### 14. Confidentiality

We are professionally and legally obliged to keep details of your case confidential. In certain cases we may be required to reveal to relevant authorities any suspicions we may have about money laundering or other illegal activities. We are not allowed to tell you of this.

#### 15. Mortgage Fraud

If we are also acting for a proposed lender in any transaction, we have a duty to make full disclosure to your lender all relevant facts relating to you and your transaction.

#### 16. Our Charges and Expenses (sometimes called “disbursements” or “outlays”)

Unless a fixed or capped fee, or other basis of charging is agreed, our charges will usually be calculated by reference to the hourly rate of the fee earner involved according to the time actually spent during normal office hours taking into account the degree of complexity, risk, value, urgency involved, and the level of seniority of the lawyer working on your behalf.

All routine correspondence (including letters, emails, faxes, telephone calls and texts) will be charged in 6 minute units of time whether written, made or received. We record all time in 6 minute units with longer or more complicated activities being charged on a time basis as a multiple of such units.

We will advise you of the hourly rates of the fee earners dealing with your matter and the details of the charging agreement relating to your matter in the engagement letter.

We will normally request money from you “on account” of anticipated expenses and will always do so for sums exceeding £100. Where we pay such expenses on your behalf without first requesting money we will normally send you an invoice for that cost.

If we are required to give undertakings on your behalf to third parties to pay a sum of money, we will ask you to provide us with an equivalent sum in cleared funds before giving such an undertaking.

Our hourly rates are reviewed periodically to reflect increases in overhead costs and inflation. If a review is carried out before this matter has been concluded, we will inform you of any variation in the rate.

#### 17. Billing

Unless otherwise agreed, our invoices are payable within 28 days of presentation. If we are holding sufficient funds and we have sent you a bill, we will deduct our charges and expenses from those funds.

In litigation and other contentious matters we will normally submit bills to you at monthly intervals, although we may defer billing for low volumes of work. If you require a bill at any time, please let us know. If we hold sufficient funds on account of costs and we have sent you a bill, we will usually deduct our charges from those funds.

#### 18. Payment of Interest on Late Payment

These terms of business require payment in full of all invoices within 28 days of delivery (unless payment by instalments over a period has been previously agreed in writing). We reserve the right to charge interest on any overdue amounts 14 days after delivery. The rate of interest we currently apply is 2% per calendar month, calculated as from the date of the invoice. Where costs remain unpaid, we may be entitled to retain by way of a lien your papers and any other documents we may hold for you until the amount outstanding has been settled.

#### 19. Limit on fees

You may also set a limit on the fees and expenses we can incur in relation to your matter. This means you have to pay our fees and expenses up to this limit, but we must ask your permission to continue working on your matter if it looks like you will have to pay us more than the limit you have set. We will write to you before we reach the limit, and explain why your matter is likely to cost more, review our estimate of how much your matter is likely to cost and ask you to agree a new limit, before we do more work on your matter.

## 20. Payment of Interest on money we hold

We have an obligation to pay you interest on money that we hold for you at a fair and reasonable rate and are required to put in place an interest policy; this policy sets out the guidelines for when interest will be paid and is summarised below.

Where amounts are held outside of a general client account on a separate designated deposit account, the rate of interest and date that interest is credited will depend on the relevant institution where the funds are held, and as such fall outside the requirements of this policy. The relevant interest information can be obtained at your request.

Where your money is held on our general client account, any interest paid to you is paid without any deduction for income tax, unless you are resident overseas. As such it is your responsibility to inform HMRC of amounts of interest received from us and the implications of this will depend upon your own financial circumstances. Where interest is held on a separate designated deposit account interest is usually paid net of tax (unless you have signed a declaration confirming your entitlement to receive bank interest gross).

Where you reside outside the UK/EC, we are required to deduct income tax at the current basic rate and account for this interest to HMRC directly and pay you the net amount.

Interest will not be paid if the total amount calculated for the period that cleared funds are held is less than £30.00.

Interest will be calculated at the end of the matter and will credit the client ledger at that date. Where we have been holding funds in excess of £5,000 interest will have been credited quarterly.

## 21. 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.

## 22. Communication Between You And Us

We will aim to communicate with you by such a method as you may request. We may need to virus check discs or email. Unless you withdraw consent, we will communicate with you and others when appropriate by email or fax but we cannot be responsible for the security of correspondence and documents sent or received by email or fax.

## 23. Joint Instructions

Where we act for two or more clients jointly it is on the clear understanding that we are authorised to act on instructions from either, both or any of them.

## 24. Distance Selling and Your Rights to Cancel

If we have not met you, or you agree the terms upon which we should act during a visit by us to your home or place of work, the Consumer Contracts Protection (Information, Cancellation and Additional Charges) Regulations 2013 apply to this matter. This means you have the right to cancel your instructions to us within 14 working days of receiving these terms of business. You can cancel your instructions by contacting us by post or by fax to this office.

However, once we have started work on your transaction, you may be charged if you then cancel your instructions.

## 25. Financial Arrangements

This firm's policy is to only accept cash up to £200 from clients per matter. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds and/or to reject them. Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

## 26. Financial Services

We are not authorised by the Financial Conduct Authority to conduct investment business. If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised to provide the necessary advice

However, we may provide certain limited financial and insurance services where these are an integral part of the legal work we are doing for you and we account to you for any financial benefit we might receive. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000 (as amended). Any complaint in respect of these services should be made to the Solicitors Regulation Authority (whose website is at [www.sra.org.uk](http://www.sra.org.uk)).

The Solicitors Regulations Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman (whose website is at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)) deals with complaints against lawyers. If you are unhappy with any investment advice you receive from us, you should raise your concerns with either of those bodies.

## 27. Insurance Mediation

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we may carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Services website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register)

The Law Society of England and Wales is a designated (as amended) professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints about solicitors. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of those bodies.

## 28. Complaints

We welcome feedback about our work at any time, but if you are unhappy about any aspect of the service you have received, or about the bill, please contact the firm's Client Liaison Partner, James Robbins, on 01728 453 595 or by post to our Aldeburgh office. We have a procedure in place which details how we handle complaints. Please contact us if you would like a copy of our Complaints Procedure. We have eight weeks to consider your complaint. If we have not resolved it within this time, you may complain to the Legal Ombudsman.

If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman at PO Box 6806, Wolverhampton WV19WJ (Tel: 0300 555 0333) to consider the 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 or within a year of the act or omission about which you are complaining occurring (or you becoming aware of it).

If you are unhappy about your bill, you may also have the right to object to the bill by making a complaint to the Legal Ombudsman and/or by applying to the Court for an assessment of the bill under Part III of the Solicitors' Act 1974. Please note that, if all or part of the bill remains unpaid, this firm may be entitled to charge interest at the rate set out above.

#### 29. Change in Entity

Marshall Hatchick is a partnership. In the event of the partnership converting to a limited liability partnership or a company or any other entity (each a new "New Entity"), the contract between us, which incorporates these terms and conditions, will transfer to the New Entity and the performance by the New Entity of the contract will be in lieu of performance by Marshall Hatchick, the partnership.

If you have any queries on these Terms of Business, please contact the partner in charge of your particular matter.

We look forward to working with you.

#### Key Contacts

London Office:	020 7935 3272
Woodbridge Office:	01394 388411
Saxmundham Office:	01728 602323
Aldeburgh Office:	01728 453595

Email: [enquiries@marshallhatchick.co.uk](mailto:enquiries@marshallhatchick.co.uk)

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