

**Terms of Business**

**This booklet contains our general terms of business and client care procedures and should be read in conjunction with our client care letter.**

**This booklet provides details of the following:-**

* Acknowledgement of Terms
* Our Regulators
* Office details/opening hours
* People responsible for your work
* Charges & Estimated Costs
* Ours and Your Responsibilities
* Bankruptcy / IVA’s and CVA’s
* Court fee exemption
* Recovery of Costs
* Claims against your opponent
* Benefits & Compensation
* Compensation Orders
* Non-Contentious Bill
* Conditional Fee Agreements
* Payment of Interest
* Tax Advice
* Professional Indemnity Insurers
* Limitation of Liability
* Equality and Diversity
* Data Protection & GDPR
* Confidentiality and Disclosure
* Money Laundering & Proceeds of Crime
* Electronic Communication
* Distance Selling and Cooling Off
* Termination of Retainer/Removal from the Court Record
* Complaints Procedure
* Exempt Insurance Mediation
* File Storage

 **About us**

Catteralls Solicitors is the trading name of Catteralls Solicitors Limited (Company registration number 14231743). Our registered office is at 15 King Street, Wakefield, West Yorkshire WF1 2SL.

Tel: 01924 291122 [www.catteralls.co.uk](http://www.catteralls.co.uk) Fax: 01924 290952 email: contact@catteralls.co.uk

# Acknowledgement of Terms

At the outset of your matter you will receive opening correspondence in the form of a client care letter or client care pack. Signing and returning your client care letter or completing client care pack documentation or providing further instructions whether written or verbal will be taken as your acceptance of these terms and conditions of business as amplified or amended by the terms of our opening letter to you.

Unless otherwise agreed these terms will apply to any future instructions you give us.

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.

Emails will be treated as written correspondence and we are entitled to assume that the purported sender of an email is the actual sender and that any express or implied approval or authority referred to in an email has been validly given. You consent to us monitoring and reading any correspondence exchanged between you and any mail recipient at Catteralls Solicitors.

**Our Regulators**

We are regulated by Solicitors Regulation Authority (SRA) You may view the Code of Conduct and find out further information by visiting [www.sra.co.uk](http://www.sra.co.uk) Our SRA number is 8003667.

## Office Hours

Our normal business hours are 9am to 5pm Monday to Friday.

Any changes to this, such as Bank Holidays, will be noted on our website and advertised at our office.

**People Responsible For Your Work**

The name of your legal advisor responsible for dealing with your work is confirmed in your client care letter. We will try to avoid changing the people who are handling your case but if this cannot be avoided we will notify you promptly of any change and why it may be necessary.

## Catteralls Charges & Estimated Costs

Our current hourly rates are set out below, we will add VAT at the current rate of 20%.

Where the client care letter states a different charge out rate, those rates shall apply.

Partners and Consultants £255

Solicitors with over 8 years’ experience £235

Trainee Solicitors and Paralegals £146

Our opening correspondence will include confirmation of anticipated fees and disbursements to cover the expected work involved in the proposed transaction.

If any additional work becomes necessary due to unforeseen complexities or a change in your requirements or circumstances extra charges may apply even where a fixed fee has been agreed. Details of Additional Fees in conveyancing matters have been provided in your initial care pack and can be found in the downloads section on our website.

Where our charges are calculated by reference to time spent on your matter, this will based on time spent by the solicitors and other staff in respect of any work which they do on your behalf. This may include but is not limited to, meetings with you and third parties, research, preparation, making and receiving calls, emails and postal correspondence and court attendance. Routine letters, emails and calls are charged at one-tenth of the hourly rate. All other activities will be charged on a time spent basis in units of 6 minutes.

In due course we will send you an invoice and statement showing all our charges and expenses.

In conveyancing matters payment is required by the date set for completion. If sufficient funds are available at completion and we have sent you an invoice and completion statement, we will deduct monies due from such funds on completion. If we do not hold cleared funds to cover monies due under our invoice/statement immediately prior to the proposed completion date, we reserve the right to suspend working on your matter. We will notify you if that becomes necessary.

We do not offer a no completion no legal fee service in conveyancing matters.

If you instruct us to cease working or your case falls through, we will raise an invoice to reflect the time spent up to that point.

**Payment Arrangements**

We prefer payment by bank transfer. Our bank details will have been provided to you. They will not change during the course of this transaction. If you receive an e mail purporting to be from Catteralls about payments required or a change to bank details assume that it is fraudulent. Do not respond to it but please report it to us immediately.

The maximum amount of cash we can ever receive from one client is £500. Cheques are accepted and our policy is that the cheque will be cleared for use after seven working days.

In conveyancing matters please check with your case handler before paying by cheque. If completion is imminent this may cause a delay.

If you have any query over our invoice/statement you should contact the person dealing with your work straight away.

 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. If payment is by bank transfer you will have to provide us with a bank statement dated within the last 3 months showing your name and address and your account details. A copy of transactions printed from your online account will not suffice but a PDF statement downloaded and printed off will be acceptable.

Our vat number is 433 4164 18.

**Our responsibilities**

We must:

* Communicate with you in plain language;
* Always act in your best interest, subject to our duty to the court;
* Explain to you the risks and benefits of taking legal action;
* Give you our best advice about whether to accept any offer of settlement;
* Give you the best information possible about the likely costs of your claim for damages.
* Update you by telephone or in writing with any progress.
* Advise you of any changes in the law;
* Advise you of any circumstances or risks which we consider to be reasonably foreseeable that could affect the outcome of your matter.
* **Please note that we cannot guarantee how long a case will take as it is case specific.**

## Your responsibilities

You must:

* Give us clear and accurate instructions that allow us to do our work properly, in a timely manner;
* Not ask us to work in an improper or unreasonable way;
* Not deliberately mislead us;
* Cooperate with us;
* Go to any medical or expert examination/court hearing or other appointment arranged upon your behalf;
* Safeguard any documents which are likely to be required for discovery. This is for disclosure to the opposing party in a dispute.
* Not sign a statement of truth without holding an honest belief that the contents of the document are true as you could be imprisoned or fined following a finding of contempt of court.
* Retain all documents relevant to the claim be it hard copy, electronic version, text messages etc.
* Not release any documents to the opposing party without first of all checking with us as in doing this you may waive privilege over the entire document.

## Bankruptcy / CVA / IVA

By signing this you are confirming that you are currently not in an IVA / CVA or Bankrupt. If you are then you must provide us with full details of the same as we may need authorisation from your trustee in bankruptcy or whoever administers the IVA / CVA to act on your behalf.

If you enter an IVA/CVA or become involved in bankruptcy proceedings during the course of your matter you must notify us immediately.

## Court Fee Exemption

You may qualify for a reduction in Court fees. If you want us to consider this further please mention this to us as soon as possible and bring into our office with this terms of business booklet and the attached letter, proof of your annual income or benefits received.

## Litigation and Recovery / Payment of Costs From / To Your Opponent

You are primarily responsible for paying our costs, i.e. basic charges, disbursements, success fee (if applicable), VAT and interest on unpaid accounts.

At the conclusion of this matter, if you are successful, it may be that you will be entitled to the payment of your costs by some other party. Details of whether this is applicable to your particular case will be explained to you at the outset of your matter or upon request.

Unfortunately, it does not always happen that the unsuccessful party pays the successful party’s costs. This may be because the unsuccessful party at that time may not have the means to do so, or there may be other reasons such as whether any claim you have falls within the Small Claims Track, Fast Track or Multi-Track (See further below information on the Court Tracks).

You are responsible for payment of our costs despite whatever Orders the Courts may make and whether those Orders enable you to attempt to recover your costs from any other party.

It is a very rare case indeed that a client recovers 100% of his costs on an inter-party basis (i.e. from your opponent), we confirm that the usual recovery of costs is between 70% and 90%. This shortfall in our costs is known as Solicitor and own Client costs, which you are responsible for. You are responsible for payment of the shortfall.

Please note that if we have to chase you for the payment of costs or disbursements/Barrister’s fees or if you stop communicating with us and we have to chase you for a response to our communication, this will not be recoverable from any third party.

If at the time you receive payment of damages, costs or other sums from your opposing party we have outstanding fees, you agree that payment can be made to Catteralls. Out of those monies you agree to Catteralls discharging our outstanding costs before forwarding any additional sums to you.

Please note that rules for cost recoverability did change on 1st April 2013 in that you can only recover costs that are proportionate to the value of the claim and even if work undertaken was necessary and reasonable so as to progress the claim and to achieve the outcome, if the Court considers it is not proportionate, you may be unable to recover those costs.

Claims that have an element of personal injury to them are subject to Qualified One Way Cost Shifting as from 1st April 2013. This means that generally, if a Claimant brings a claim that has personal injury or contains an element of personal injury and withdraws their claim or is unsuccessful, then the Defendant may not recover their costs. This position is altered if (a) your claim is fraudulent (b) the claim is struck out for no reasonable cause of action (c) there is an abuse of the Court’s process or otherwise likely to obstruct the just disposal of the proceedings.

Even if your matter is not a personal injury claim, you must still give consideration to Qualified One Way Cost Shifting as it could be that the claim brought includes for example a claim for distress, which may mean that it is subject to Qualified One Way Cost Shifting.

Please note that in most cases you cannot ‘double recover’. This means that you cannot be paid for the same item or loss twice. If you instruct us to act on your behalf and receive a payment from a third party for the same matter then you must notify us. We can then consider if continuing with your matter is appropriate or whether you have already been fully compensated.

## Litigation - Claims Against Your Opponent

If you believe that you have more than one claim or Counterclaim against your opposing party, even if it not necessarily the same as this current claim, you must notify us of this immediately as consideration has to be given to whether both claims should be brought at the same time. There have been instances where a Court has not allowed a second claim to be brought against the same party and have stated all issues should have been dealt with at the same time.

## Litigation - Benefits and Receipt of Compensation

The receipt of compensation can in certain circumstances affect any benefits that you currently receive or those that you may receive in the future. It is therefore important that you consider this carefully.

Even if you receive interim payments or a final payment that does not take you over the means tested benefit threshold, we would still strongly suggest that you notify the Benefits Agency of any interim payments you receive so that you are not liable for any non-declaration.

Please be aware that any payment received during your claim could be classed as an interim payment and this is not limited to purely payments received from a Defendant, this could be from any source.

If you have suffered an accident at work you should give consideration to speaking to your local Benefits Agency as it may be that you are eligible for Industrial Injuries Benefit or any other benefits.

Whilst we cannot give financial advice as to whether your benefits (present or future) will be affected, we do strongly suggest that you speak to an independent financial advisor who can. They may advise you on possible ways to avoid this (should this so apply to you) known as a Personal Injury Trust. We suggest that you obtain initial advice now and more detailed advice (if you are successful in your claim) when we are at the point of negotiating the value of your damages.

If you wish to discuss this further please do not hesitate to contact me.

## Litigation - Compensation Orders

It may be that this matter is also dealt with through the Criminal Courts as well as a civil claim. The Criminal Courts do sometimes have the power to order payments of compensation as part of a sentence. We would not be able to advise you on this and you would have to speak to a solicitor specialising in criminal law as to whether the award is appropriate.

However, if such an award is made, we request that you do put us on notice of the same. It may be that this payment has to be off-set or taken into account when we are considering the value of this matter.

## Non-Contentious Bill

Sections 70, 71 and 72 of the Solicitor’s Act 1974 set out your rights in relation to having a bill assessed by the Court however, we are allowed to charge interest on the outstanding amount of the bill in accordance with article 5 of the Solicitors’ (Non-Contentious Business) Remuneration Order 2009.

## Conditional Fee Agreements

If your claim is funded under a Conditional Fee Agreement then these Terms of Business shall apply only to the extent that they are consistent with the CFA client care letter sent to you with the CFA and any other letters in relation to the CFA.

## Payment of Interest

In accordance with the Solicitors Accounts Rules 2019, it is our policy to account to our clients on a fair and reasonable basis. All client monies are paid into the firms general client account currently held with Handelsbanken. This is an instant access account.

Interest will become payable subject to a minimum amount of £50 and once monies have been held for a minimum period of 2 weeks. If this criteria is met the interest will be calculated from the date the funds were received by us until the date of payments issued from the client account.

**Tax Advice**

Any work we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise on certain tax implications of a transaction or the likelihood of them arising. If you have any tax concerns please raise them with us immediately. If we are able to resolve the issue and advise you accordingly we will do so. If we cannot we will request you obtain independent tax advice.

## Professional Indemnity Insurers

Our Professional Indemnity Insurers are QBE Insurance (Europe) Limited, Plantation Place, 30 Fenchurch Street, London, EC3M 3BD. The territorial coverage of our policy is worldwide.

**Limitation of Liability**

The liability of Catteralls Solicitors for any loss or damage suffered by you arising out of or in connection with this matter, however the loss or damage is caused, including our negligence, but not our wilful default, shall be limited to the aggregate amount (including interest and costs) of £3,000,000.00.

Any dispute or legal issue arising from our terms of business will be determined in accordance with the Law of England and Wales and considered exclusively by the English and Welsh Courts.

## Equality and Diversity

Catteralls Solicitors is committed to promoting equality and diversity in all of its dealing with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

## Data Protection

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 and legal/regulatory compliance.

For further details please see the Privacy & Cookie Policy on our website at [www.catteralls.co.uk](http://www.catteralls.co.uk/)

## Confidentiality and Disclosure

Communication between you and us is confidential and is treated as such. However we will provide regular updates to third parties connected to your case with regards to progress, for example Mortgage Brokers, Solicitors and Estate Agents.

External firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files.

It may be the case that third parties may need to see copies of attendance notes and documents recorded on your file however this will only occur if necessary to progress your case.

To comply with court and tribunal rules, all documentation relevant to any issues in litigation, however potentially damaging to your case, must be preserved and may be required to be made available to the other side. This aspect of proceedings is known as “disclosure”. Subject to this, we will not reveal confidential information about your case except as provided for by these terms of business and where, for example, your opponent is ordered to pay your costs, we must reveal details of the case to them and the court.

## Identity Requirements

Under The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 we are now legally obliged to obtain satisfactory identification of all clients, whether or not they are already known to the firm. We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself or any principal whom you may represent.

An ID list will be provided to you at the outset of your matter. You must provide ID in accordance with that list. We cannot begin work on your matter until we have your ID.

We are professionally and legally obliged to keep your affairs confidential. However, Solicitors are required by statute to make a disclosure to the National Crime Agency and the Money Laundering Terrorist financing and Transfer of Funds (Information on the payer) Regulations 2017 where they know or suspect that a transaction may involve money laundering or terrorist financing. If this is the case the Solicitor is required to make a disclosure to the NCA. We will not be able to inform you that it has been made, or the reasons for it, because the law prohibits “tipping-off” and the Solicitor would be liable to imprisonment for this.

## Electronic Communication

Please note that we do not currently encrypt all of our outgoing email messages. If you provide us with an email address, we assume that you are happy for us to communicate with you via email. If you do not wish us to store your emails, please do not correspond with us by email.

## Distance Selling and Right to Cancel

From 13th June 2014 The Consumer Contract (Information Cancellation and Additional Charges) Regulations 2013 came into effect. The Regulations allow you to cancel off premises and distance contracts for services of up to fourteen days. Regulations will allow you fourteen days after the day you return back your signed client care letter, information pack or terms of business should you wish to cancel our contract.

We cannot start work on your behalf until the cooling off period has ended. Obviously this may cause delay. If you wish us to start work immediately rather than waiting for the fourteen day cooling off period to end you can confirm this to us in your client care letter or information pack documentation.

 You still have a right to cancel within the fourteen days however you will be liable for costs that we have incurred from you giving us notification to start acting up until us receiving the notification to cancel the contract. This does not apply for contracts under which there is payment of no more than £42.

If you cancel within the cancellation period other than when you have already given instructions for us to start acting immediately, you can cancel without giving any reason and without incurring any liability.

If you have made any payment on account and you cancel your contract with us, within the fourteen days as stipulated, the payment will be refunded back to you, subject to deducting any reasonable costs and disbursements if you have asked us to begin work immediately.

Under the Consumer Protection of Unfair Trading Regulations 2008 5(3) (b) there are obligations and relevant codes of conduct. If you require a copy of these Regulations please revert back to us and we shall duly provide a copy of the same.

## Termination of Retainer / Removal of Catteralls from the Court Record

We confirm that by signing the Client Care letter sent to you with this booklet, you agree that if our account(s) are outstanding for one month from delivery to you (whether interim or final) then we can, by writing to you, terminate our retainer. If we have to write to you in these circumstances, you agree that the Court may be referred to our letter and/or this clause as evidence of your agreement that our retainer has been determined and you agree that our name can be removed from the Court record as acting for you. Unfortunately, these are the consequences for not paying our accounts when due, especially when we are on the Court record.

You may end your instructions to us in writing at any time but we can keep all your papers and documents while there is still money owed to us for fees and expenses as detailed above.

If you or we decide that we should stop acting for you, you will pay our charges up until that point. Our charge out rates are set out in the attached client care letter and this document.

## Complaints Procedure

At Catteralls, we try to provide the best possible service to our clients and, in order to do this, we need to know from you if you feel dissatisfied. Should you have any occasion to feel unhappy about our service, please let us know straight away and we will discuss this with you.

Should you wish to make a complaint, please contact Kumer Ali who is a partner in the firm, he can be contacted by email at Kumer.ali@catteralls.co.uk or by telephone on 01924 203514. Alternatively you can send a letter to him by post to Catteralls Solicitors, 15 King Street, Wakefield WF1 2SL.

Please note in some cases a different partner may handle your complaint. If that is the case you will be informed of this in the client care letter and/or on making your complaint.

## Exempt Insurance Mediation

We are not authorised by the Financial Service Authority. However, we are included on the register maintained by the FSA so that we may carry on insurance mediation activity which is broadly the advising on and arranging/administering of insurance contracts. Such contracts would include defective title insurance etc. 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 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 is the independent complaints handling arm of the Law Society. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of those bodies.

## File storage

Upon receiving payment in respect of our final invoice, our policy is to store your file without cost to you for a minimum period of six years, after which it will automatically be destroyed. “Store” means either (at our option) the simple storage of any paper on the file or scanning that paper and retaining it electronically (and destroying the paper immediately thereafter). Information gathered electronically in the course of the transaction will continue to be so stored.

By instructing us to act on your behalf, you thereby expressly consent to us destroying your file as set out above unless you notify us otherwise.

If you do not want your file to be destroyed after completion of your matter, you may collect your file from us provided you notify us in writing before or at the time of making payment of our final invoice, or you may ask us to retain the entire file for a specified period beyond the minimum retention period upon payment of a sum in respect of reasonable storage charges (details available upon request).

If you require a copy of any document after completion of your matter, we reserve the right to make a reasonable charge for its retrieval and supply.

We will not destroy documents which you have asked us to retain in safe custody.