



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, sent to you with this booklet.

The Client Care Letter confirms who will have responsibility of your matter and their hourly charging rates and upon signing that Letter, you are confirming you are agreeable to these Terms.

This booklet provides details of the following:-

- Acknowledgement of Terms
- Termination of Retainer/Removal from the Court Record
- Charges & Estimated Costs
- Bankruptcy / IVA's and CVA's
- Court fee exemption
- Recovery of Costs
- Claims against your opponent
- Part 36 of the Civil Procedure Rules
- Benefits & Compensation
- Compensation Orders
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Acknowledgement Of Terms

We will not start work on your matter until we receive your completed and signed Client Information Form which includes an acceptance of these terms from you. That will be treated as your consent to start work.

Your continuing instructions will amount to your acceptance of these terms and conditions of business as amplified or amended by the terms of our opening letter to you (our "Client Care Letter").

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

Unless advised otherwise, we will assume that we are authorised to accept instructions from any person who we reasonably believe to have your authority to give us instructions (for example a wife on behalf of a husband and vice versa in a joint transaction) and that we may act on instructions given orally.

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 detailed below.

Catteralls Charges & Estimated Costs

Our Client Care Letter 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 have been provided and can be found on our website.

In due course we will send you an invoice and statement showing all our charges and expenses. 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 prefer payment in cash up to a limit of £500, by cheque or by bank transfer. Our bank details have been provided to you. They will not change during the course of this transaction. We will never email you about our bank details. If you receive an e mail purporting to be from Catteralls about

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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.

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.

Our vat number is 169 0483 44.

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.

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

It is an inescapable fact that 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).

So that there can be no doubt about the position, I repeat that you are ultimately 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.

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 and we have outstanding fees, then you agree that payment can be made to Catteralls. Out of those monies you agree for Catteralls to discharge 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) if 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 a lot of circumstances 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.

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 as 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.

Part 36 of the Civil Procedure Rules (CPR)

For your information, an offer made pursuant to Part 36 of the Civil Procedure Rules has certain costs consequences for the person receiving that offer. Those costs consequences are that if this matter proceeds to trial and you receive damages in excess of the Part 36 offer then the normal costs consequences would apply (please be aware that costs are always a matter of discretion for the Trial Judge) in that the loser would pay the winners reasonable and proportionate costs.

However, if you only received the same as the Part 36 offer or indeed something less than the Part 36 offer, then the Trial Judge (exercising his/her discretion) would probably make two orders as to costs. The first order would be that the other side would be ordered to pay your costs up to the date of the Part 36 offer but after that date you would be ordered to pay your opponents costs, including the costs of the trial (which is the most expensive part of the litigation). This would have the effect of reducing the monies (damages) that you would receive or depending on the amount of costs, may even extinguish the monies (damages) that you are due to receive. (There may be additional costs consequences if you are the Defendant in the action, this will further clarified by your Solicitor if it is relevant to your case.)

A Part 36 offer remains open and capable of acceptance for a period of 21 days where the Defendant will be liable for your costs, thereafter; it can be accepted provided that it has not been withdrawn. Once withdrawn, the offer can no longer be accepted. This would mean that you are liable for the Defendant's costs from the expiry of the 21 days up to the date of the acceptance unless an alternative agreement is reached with the Defendant.

Please note that the offer will remain open until it is withdrawn. Therefore you must revert to us if your circumstances change and the offer is no longer appropriate, so that it can be withdrawn.

Therefore, when making or receiving a Part 36 offer the cost implication must be carefully considered, and taken into account when decided whether to accept or reject an offer.

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.

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 criminal solicitor 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

By signing and returning the Terms of Business letter sent to you with this booklet, you are agreeing to meet our costs on a privately paying basis, unless your matter is funded by Conditional Fee Agreement.

We do not offer Conditional Fee Agreements (“CFA’s”) for any matter other than personal injury. You will be provided with a separate Terms of Business letter for personal injury claims setting out those details. You will also be provided with a CFA and a CFA Explanation booklet if you are bringing a personal injury claim and this is the funding arrangement that has been agreed.

Financial Arrangements

Our practice’s policy is to only accept cash up to £500.

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.

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.

Payment of Interest

Any money received on your behalf will be held in our client account. Interest will be calculated and paid to you at the rate set by HSBC. That of course may change. The period for which interest will be paid normally runs from the date(s) when funds are received by us until the date(s) on the cheque(s) issued to you. The payment of interest is subject to certain minimum amounts and periods of time set out in the Solicitors’ Accounts Rules 1998.

Payment to Third Parties

If you instruct a Third Party to obtain monies on your behalf, or instruct us to pay monies to a Third Party (i.e. a disbursement) then you do so at your own risk. We cannot state the financial viability of that Third Party and whether they would thereafter forward any monies to you.

We will not make payment of any settlement monies due to you to a third party.

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 progress on at least a monthly basis;
- 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.
- When you complete Court Forms, sign Witness Statements etc, the document should be true to the best of your knowledge and belief. It can be considered as contempt of Court if you give a false statement. Therefore, before signing they should be checked very carefully and if you are in any doubt, they should not be signed without first checking with us upon the contents of the same.
- It is important that you retain all documents relevant to the claim be it hard copy, electronic version, text messages etc. If you choose to refer to a document or disclose part of the document, you may in turn be waiving privilege over the entire document, you should therefore not release any documents to the opposing party without first of all checking with us.

Office Hours

Our office is based at 15 King Street, Wakefield, WF1 2SL and our normal business hours are 9am to 5pm Monday to Friday however, you will be notified in correspondence and via notices at our office of any changes to this, such as Bank Holidays.

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.

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.

Vetting of Files/Confidentiality

External Firms of 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 parties may need to see copies of attendance notes and documents recorded on your file and whether sent via post or internet access however this will only occur if necessary to progress your case.

Proceeds of Crime Act/Money Laundering

Under the new Proceeds of Crime Act 2002 we are now legally obliged to obtain satisfactory identification of all clients, whether or not they are already known to the firm. Therefore, before we can carry out any work on your File we need to obtain some form of identification which will comprise:

1. ONE OF THE FOLLOWING:

- Valid Passport (Signed)
- Valid photo card driving licence
- Firearm/shotgun certificate
- National Identity Card
- Photographic registrations cards for self-employed individuals and partnerships in the construction industry C1S4

AND

2. TWO OF THE FOLLOWING:

- Birth Certificate
- Council tax or utility bill under 3 months old
- Council rent book, paid up for the last 3 months
- Mortgage statement under 3 months old
- Electoral roll/telephone book (for individuals)
- Bank/building society statement under 3 months old
- Vehicle registration document
- Current house/motor insurance certificate

We would therefore be grateful if you could bring the originals of this documentation to our offices in order that your ID may be verified and then copied for your file. We confirm that the copies of your Identification will be kept in the strictest of confidence and will be used purely to satisfy our obligations under this Act.

If you do not possess any of the above documents then you must supply us with a letter from a doctor, teacher or other person in a position of responsibility to confirm your identity and permanent address.

We are professionally and legally obliged to keep your affairs confidential. However, Solicitors may be required by statute to make a disclosure to the Serious Organised Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

Electronic Communication

Please note that we do not currently encrypt 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

From 13th June 2014 this will be under the Consumer Contract (Information Cancellation and Additional Charges) Regulations 2013. The Regulations allow you to cancel off premises and distance contracts for services of up to fourteen days and the Regulations will allow you fourteen days after the day you return back this signed terms of business to return back to us the cancellation form, should you wish to cancel our contract. If you wish us to continue acting immediately rather than waiting the fourteen day cooling off period, please sign, date and return back the enclosed form to us and we shall start acting straight away, an extra copy is attached for your records. 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. See Appendix A for the cancellation form referred to. This does not apply for contracts under which there is payment of not 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.

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 me know straight away and I will discuss this with you.

Should you wish to make a complaint, Dennis McKiddie is the person who deals with these matters and he will be prepared to meet with you to discuss your complaint.

See our Terms of Business letter to be read in conjunction with this booklet for further information to complain about a bill or to address your complaint to the Legal Complaints Service.

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.

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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 modest charge for its retrieval and supply.

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