

# Smith Sutcliffe Solicitors

## Terms of Business

Smith Sutcliffe is committed to providing clients with a high quality legal service and has adopted the Law Society Practice Management Standards. We are accredited with Lexcel, the Law Society accreditation that we comply with those standards. This Leaflet contains our general Terms of Business and arrangements for dealing with client's matters in accordance with the Solicitors' Code of Conduct 2007. We will notify you in writing of any changes to these Terms and arrangements which should be read subject to the terms of our engagement letter which is sent to you at the start of the matter and which will prevail if it conflicts with the general Terms in this leaflet.

### OUR SERVICE:

When you first instruct us we will confirm in writing:

- The name of the person looking after your matter;
- The supervising partner;
- The instructions that you have given us;
- Any advice that we have given you;
- What action we will be taking;
- What action we need you to take;
- The best information we can give as to the likely cost of carrying out the work and ;
- Any further information we need from you.

During your matter we will: -

- Keep you informed of developments;
- Explain the effect of any important documents and, if appropriate, provide copies;
- Tell you if there is, or is likely to be, any change to our fees or expenses
- Tell you if somebody else will be dealing with your work.

At the end of your matter we will: -

- Confirm that this has happened;
- Explain whether you need to do anything in the future;

### Ending instructing us

If you do not wish us to continue doing any work and/or incurring charges and expenses on your behalf you may terminate your instructions to us in writing at any time, but we will be entitled to keep all your papers and documents for so long as there is money owing to the firm for our charges and expenses. We may decide to stop acting for you only with good reason, for example:

- If you do not pay a bill;
- If you fail to comply with a request for payment of money on account;
- If you do not give us clear or proper instructions;
- If we cannot continue to act without being in breach of rules of professional conduct; or
- If there has been an irretrievable breakdown in trust and confidence.

### Financial services

#### Investment Business

If, during this transaction you need advice on investments, we may have to refer you to someone who is authorised by the Financial services Authority, as we are not. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.

If you have any problem with the advice or service we have provided for you then we will try to resolve this through our own system, but if this is not possible then the Legal Complaints Service provides a complaints and redress scheme.

#### Insurance Contracts

We are not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services Authority so that we can 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 Law Society. The register can be accessed via the Financial Services Authority Website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register)

#### Lexcel

Our firm is accredited with the Lexcel standard. This is a quality standard designed specifically for solicitors. Your file may be seen by staff from Lexcel as part of their assessment of the quality of this firm's work. The staff at Lexcel are bound by law to keep information confidential. If you do not agree to your file being made available please notify us by return in writing

#### How can you help?

- Let us have clear instructions;
- Tell us if you have any important time limits;
- Make sure we have understood each other correctly.
- Ask us if you are not sure about anything
- Deal promptly with any questions which we ask;
- Keep in regular touch. Do not feel afraid to ask for a progress report if you are worried about anything or do not hear from us when you expect to do so.
- Help us plan our working day. Unless it is urgent, write, fax or e-mail us rather than telephone and make an appointment if you want to see someone.

#### Money Held For You

Where we hold monies on your behalf the funds will be held in our client account and interest will be credited to you where the interest accrued exceeds £20. No Income Tax is deducted and you should account to the Inland Revenue for income tax on any interest paid to you.

#### Data Protection

We retain information about our clients to assist with our record – keeping and may from time to time use this information to inform you of other services which we provide. We only disclose personal information to third parties where we are legally obliged to do so. If you have any objection to our retaining this Data, please contact us.

**STORAGE OF DEEDS AND DOCUMENTS**

We provide a free safe custody service for deeds; wills, share certificates and other securities. We keep our working papers for a minimum period of six years from delivery of our final account. If you wish us to retain the file for a longer period please let us know before the matter is completed so that we can agree suitable arrangements with you.

**MONEY LAUNDERING**

To comply with Money Laundering Regulations we have adopted systems and procedures which require us to ensure:

- That we have satisfactory evidence of the identity of our clients. In order to do this we will make credit reference, identity checks (including searching the Electoral Register), fraud and other enquiries. We may also ask you to provide us with additional evidence of your identity in connection with specific types of transaction
- That we do not accept amounts of cash greater than £1000 and that we do not receive or send money from or to unknown third parties.
- That we report any matter to the authorities where we have any suspicion that money representing the proceeds of crime or funds in support of terrorism are involved.

**COSTS INFORMATION**

When taking your instructions we will: -

- Give you the best information we can as to likely costs;
- Discuss how your legal charges are to be met and whether you are eligible for Legal Aid or Legal Help.
- Agree a fee with you or;
- Provide you with an estimate of costs and;
- Explain how our costs will be worked out.

We will confirm the specific arrangements for individual matters, in writing, in the accompanying Engagement Letter. This will explain what work the costs cover and tell you about any other foreseeable payments that may be necessary. Unless we make arrangements to the contrary, our charges are payable upon delivery of our account and we reserve the right to charge interest at 2% above Base Rate on bills paid late.

We may transfer funds for payment of our charges out of monies held on your behalf after giving you written details.

Where we act for you on a continuing basis we will provide an estimate of the costs on an annual basis, initially based on the level of work undertaken in the previous year

We will advise you of the costs incurred at least every six months and we will normally raise an interim invoice along with this advice. If this invoice is not paid then we may refuse to carry out any further work on your matter.

You can:

- Set a limit on costs to be incurred without further agreement with you (not the same as an agreed fee), and;
- Ask us for details of what costs have been incurred at any stage in the matter.

**Limitation of Liability**

This will never be below £2,000,000, as required by the Solicitors Regulation Authority. In particular cases a higher limit will be appropriate and we will specify such higher amount in the Engagement letter for the specific matter

*"The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints handling body."*

<p>I \ we acknowledge receipt of the Smith Sutcliffe Terms of Business set out above and in the attached Letter of Engagement and confirm my \ our instructions to proceed with the work on my \ our behalf</p>	