

## **SAMPSON COWARD**

### **Terms & Conditions of Business : Contentious**

Our terms and conditions of business are set out below. Please read them carefully and ask us if there is anything in them which you do not understand.

#### **Conduct**

Most of the work in your matter will be carried out by Richard Sampson personally. His secretary who may be able to deal with your query and will be pleased to take any messages for you is Pauline Hutchings. If you are involved in court or tribunal proceedings Counsel may be instructed to represent you or to advise when necessary. The instruction of suitable Counsel will be discussed with you beforehand.

#### **Hours of Business**

The normal hours opening at our offices are between 9.00am and 5.30pm on weekdays. Appointments can be arranged at other times when this is essential.

#### **Charges**

Unless a set fee has been agreed at the outset, our charges will be calculated by reference to the time spent in dealing with the matter. This includes advising, attending you and others on your behalf, dealing with papers, correspondence, telephone calls travelling and waiting time. The hourly rate of charging is adjusted annually in April. Richard Sampson's rate for dealing with your matter will be £195 per hour. Routine letters out and routine telephone attendances lasting 6 minutes or less are charged at a 10<sup>th</sup> of the hourly rate and routine letters in at 1/20<sup>th</sup> of the hourly rate. In addition to the time spent we may need to take into account other factors including the need to carry out work outside normal office hours, complexity of the issues, the speed at which the action has to be taken or any particular specialist expertise which the case may demand. An increase in the rate may be applied to reflect such factors. During the matter we may need to pay out various expenses on your behalf including court fees, expert fees and other disbursements. Full details of any disbursements will be given to you but please note that we have no obligation to make such payments unless you have provided us with the funds for that purpose.

We will endeavour to give you the best indication of the ultimate cost as soon as possible. However that is not always easy at the outset of a matter, particularly where the extent of the work involved cannot be predicted. Where we are unable to provide an estimate at the outset, we will suggest that either a ceiling figure or specific review date should be agreed. During the conduct of the matter costs will be reviewed periodically and updates provided to you at least every six months so that you know where you stand and to assist in assessing the ultimate cost where possible. You may, if you wish, at any time set a limit on the costs which are to be incurred without further reference to you. Likewise should you wish to know the amount of your costs and disbursements outstanding at any time we will be pleased to advise you.

Unless alternative charging arrangements are agreed, you are asked to make a payment on account of anticipated costs and disbursements at the outset of the matter in the sum of/at a sum to be agreed.

As the matter proceeds accounts will be rendered periodically unless otherwise requested or the nature of the work requires it. You are requested to settle accounts within one month of delivery and the right is reserved to charge interest on bills that are not paid within that time at the rate of 4% over HSBC base rate per annum and to cease work on your matter until the outstanding costs are paid. Please also note that the common law entitles us to retain any money, papers or other property belonging to you which properly came into our possession pending payment of our costs (whether or not the property is acquired in connection with the matter for which the costs were incurred).

### **Recovery of Costs from Third Parties and Enforcement**

If you are involved in court proceedings at the conclusion of the matter, it may be that you will be entitled to the benefit of a costs order to be paid by your opponent. You will remain liable to pay our charges in full, even though a Court has ordered that they should be reimbursed by a third party. The amount of the costs to be paid by your opponent will be assessed by the Court if they cannot be agreed. Please note that even if an Order for costs is made, because of the complex rules surrounding the assessment of costs you will be unlikely to recover more than 75% of the costs you have incurred.

However in family cases the normal principle now is that each party will be responsible for his or her own costs unless the court considers that a party's conduct has rendered an order for costs appropriate. Please also bear in mind that if your opponent is in receipt of public funding (previously known as Legal Aid) it is less likely that an order for costs will be made against him or her.

You should also be aware that if you withdraw from any proceedings, even in family cases, an adverse costs order may be made against you.

In employment matters we will discuss with you whether your own costs are covered by insurance or may be paid by someone else such as an employer or trade union. Likewise we will discuss with you whether any potential liability for the other party's costs may be covered by existing insurance or whether specially purchased insurance may be obtained.

If you are involved in the employment tribunal please note that the Tribunal has limited power to order you to pay your opponent's costs or vice versa. The relevant regulation provides:-

“Where in the opinion of the tribunal, a party has in bringing the proceedings, or a party or a party's representative has in conducting the proceedings, acted vexatiously, abusively, disruptively or otherwise unreasonably, or the bringing or conducting of the proceedings by a party has been misconceived, the tribunal shall consider making, and if it so decides, may make -

- (a) an order containing an award against that party in respect of the costs incurred by another party;
- (b) an order that that party shall pay to the Secretary of State the whole, or any part, of any allowances (other than allowances paid to members of tribunals) paid by the Secretary of State under section 5(2) or (3) of the 1996 Act to any person for the purposes of, or in connection with, his attendance at the tribunal.”

If in the course of proceedings you have obtained an order which requires subsequent enforcement, please note that the cost of such enforcement will be an additional cost to be met by you.

### **Interest on Monies Held**

Any money received on your behalf will be held in our client account. Subject to certain minimum amounts and periods of time as set out in the Solicitors' Accounts Rules 1998 interest will be calculated and paid to you at the rate from time to time payable on HSBC Bank Plc designated client accounts. The period for which interest will be paid will normally run from the date upon which we are in receipt of cleared funds until the date of issue of any cheque from our client account.

### **Financial Services, Tax and Insurance Contracts**

Sometimes family or employment work involves insurance arrangements to be made or advice given on investments. We are able to provide a limited range of advice and arrangements for which we are regulated by the Solicitors Regulation Authority. For more complicated matters, we may refer you to someone who is authorised by the Financial Services Authority, as we are not so authorised. If you have any problem with the service we have provided for you then please let us know. We will try to resolve any problem quickly and operate an internal complaints handling system to help us to resolve the problem between ourselves. If for any reason we are unable to resolve the problem between us, then the Solicitors Regulation Authority and the Legal Complaints Service provide complaints and redress mechanisms.

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 Complaints Service is the independent complaints handling body of the Law Society.

### **Complaints and Suggestions**

We are confident that we are able to provide a high quality and personal service in all respects. However in accordance with the Solicitor's Practice Rules, we operate a complaints handling procedure. In the event that you are unhappy with the service provided, we would ask that you first discuss it with me. If after discussion you still feel dissatisfied we operate a written complaints procedure, details of which are available on request.

## **Communications 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 emails. Unless you withdraw consent we will communicate with others when appropriate by email or fax but we cannot be responsible for the security of correspondence and documents sent by email or fax.

The Data Protection Act requires us to advise you that your particulars will be held on our database. We may from time to time use these details to send you information which we think might be of interest to you unless you request to the contrary.

We aim to provide all our clients with a quick and efficient service providing you with full information as your matter progresses and advising you where appropriate. Unless otherwise agreed we will refer to you all letters received or summarise their content to you and update you frequently as the matter progresses. It will be our responsibility to advise you as to the law applicable to your circumstance, the best course of action to follow, the risk and the cost involved. Complete confidentiality will be observed and all communications between you and Sampson Coward will be privileged and not disclosed without your authority, save in the exceptional circumstances where the money laundering regulations require disclosure to the Serious Organised Crimes Agency.

It will be your responsibility to provide us with clear instructions and information when requested to enable us to act efficiently on your behalf and to meet requests for payment of costs and disbursements when rendered.

## **Identity Disclosure and Confidentiality Requirements**

We are obliged to ask all clients at the outset of a matter to complete and return the enclosed pro forma in person together with the requested supporting evidence. If you are unable to bring the documentation into the office in person, alternative arrangements can be made. In default we may arrange to carry out an electronic verification of your identity if we consider that a saving of time and cost will be achieved by doing so. The cost of any such search will be charged to you. If the amount is in excess of £10 plus VAT we will seek your prior agreement.

Solicitors are under a professional and legal obligation to keep your affairs confidential. This obligation however is subject to a statutory exception: legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the Serious Organised Crime Agency. Thus where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a disclosure. If, while we are acting for you it becomes necessary to make such a disclosure, we may not be able to inform you that it has been made or the reasons for it because the law prohibits "tipping off". Where the law permits us we will tell you about any potential money laundering problem and explain what action we may need to take. As part of the money laundering requirements we will not accept cash sums in excess of £500. Monies due to you from us will be paid by cheque or bank transfer but not in cash.

**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 personal guarantee in respect of the charges and expenses of this firm.

**Limitation of Liability**

It is a term of our retainer that our liability to you is limited to the sum of £2,000,000 in respect of any one claim save in respect of liability for alleged negligence resulting in death or personal injury.

**Storage of Papers and Documents**

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**Acceptance**

Unless otherwise agreed, these terms of business will apply to any future instructions you give us. As confirmation of your agreement, please will you sign the extra copy of these terms and conditions and return it to me. At the same time please forward your cheque for the payment on account of costs made payable to "Sampson Coward" as requested.

If there is anything in these terms and conditions on which you are unclear it must be raised at the outset.

I confirm I have read and understood and I accept these terms and conditions of business.

Signed: ..... Dated: .....

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I confirm I have read and understood and I accept these terms and conditions of business.

Signed: ..... Dated: .....