

Terms of business

1. Our terms

The letter received with this general document defines the extent of the work we have agreed to undertake for you, our assessment of its cost and benefit to you and any specific terms applicable to your matter.

By instructing us, you have authorised us to take the steps we consider appropriate to represent you, including incurring reasonable expenses on your behalf.

If you have already asked us to start work on your behalf, e.g. by giving you initial advice or by acting in an emergency, we will have been doing so on the understanding that, unless otherwise agreed, the terms as set out here apply from the start.

Your continued instructions will amount to acceptance of these Terms of Business regardless of whether you have signed and returned a copy of the accompanying letter.

2. How we carry out your instructions

Where appropriate, we will agree with you a plan for your work as far as possible and keep you informed of progress and when decisions by you are required. This, together with interim billing where appropriate, will give you a more accurate idea of what our work for you is costing and enable us to produce more realistic estimates for the rest of our work for you.

3. Identity check and anti-money laundering requirements

We are required by law to obtain satisfactory evidence of the identity of our clients and sometimes people related to them. To comply with the law, we need to obtain such evidence of your identity as soon as possible.

The quickest way for us to achieve this is via an 3rd party application called SmartSearch TripleCheck. If you confirm you are happy to process with this application you will be sent an SMS text message or email and will need to complete a four step process:

1. Consent to the process;
2. Select the document type to be uploaded;
3. Take a photo of the identity document and upload;
4. Take a selfie and upload.

Alternatively, you can send to us:

- Photo ID – A valid copy of a passport or a photocard driver's licence;
- Proof of Address ID – A recent (dated within three months) bank statement or utility bill addressed to {your/the individuals} home address.

Furthermore, if we have not met you in person we will also require you to either:

- Arrange a Microsoft Teams video call to confirm that {you/the individuals} represent a true likeness to the ID provided; or
- {you/the individuals} can provide us with a photo selfie holding {your/their} photo ID up to {your/their} face on the relevant page.

PLEASE NOTE WE ARE REQUIRED TO HOLD SUCH ID FOR EACH CLIENT WE ACT FOR.

Where acting for an incorporated entity, each of its officers and all shareholders holding 25% or more of the issued share capital are required to provide their ID.

We may also undertake a search with third party agencies, which provide identity verification services for the purposes of evidencing your identity. To do so the agency may check details you supply concerning your affairs against any database (public or otherwise) to which it has access. It may also use your details in the future to assist other agencies for verification purposes. A record of the search will be retained by the agency but this has no adverse effect on your rating with the agency.

We reserve the right to require provision of further information and documents in order to verify your own and/or your associates identities and/or source of funds employed in connection with your matter.

We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the National Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing.

4. Charges

Our charges are usually calculated by reference to hourly rates which take into account the degree of complexity, risk, value and urgency involved and the level of seniority of the lawyers working on your behalf.

Routine letters, faxes, emails and telephone calls are charged in six minute units of time, whether written, made or received. We record time in six minute units. Longer activities are charged on a time basis as a multiple of such units.

However, we are flexible about our charging policy. We are prepared to consider alternatives to hourly rates, including blended rates, retainers, fixed fees and contingent fees, where permitted. In certain circumstances we also offer Conditional Fee Agreements, also known as 'No win, no fee' arrangements. We are happy to discuss these alternative with you at any time.

At the outset of any matter, we will give you an indication of the likely costs and expenses involved in acting for you. Where appropriate we will confirm the stage at which payments are likely to be required from you. Any figure expressed as an estimate is given only as a guide and should not be regarded as a fixed fee unless agreed as such in writing. We will usually require payments on account of our fees before undertaking work on your behalf.

We will ensure that you are kept properly informed about fees incurred and if any unforeseen or additional work becomes necessary. For a variety of reasons, some matters do not proceed. In these circumstances, we will charge for the work carried out and expenses incurred to the point of conclusion, unless otherwise agreed. We round up our fees to the nearest multiple of £10.

We are required to charge VAT at the current rate on our charges and on certain payments we make on your behalf. All figures advised or quoted are net of VAT.

5. Expenses and our associated fees

In appointing us to act for you, you are also authorising us to incur such expenses as we consider necessary to the proper conduct of your matter, although we will of course consult you before incurring a significant outlay. We will usually require payment in advance and on account before incurring expenses.

We pass on travel and subsistence expenses as incurred.

6. Billing frequency

Where appropriate, we will submit interim invoices as work progresses. Where we have agreed a fixed fee with you but the matter has not concluded for reasons outside our control, we may charge you on an interim basis up to the full extent of the fixed fee.

In addition we may, in March of each year, bring our invoicing up to date in respect of all your then unbilled work regardless of the stage that your matter has reached. Unless otherwise stated, monthly or other interim invoices are a final account of our fees for all the work done during the period to which they relate. You agree that we may bring proceedings on interim invoices which are not final bills. There may be a delay invoicing expenses incurred on your behalf pending our receipt of the relevant invoices from third parties and accordingly our invoices may not be a final invoice in relation to such expenses.

7. Limits on fees

You may at any time set a limit on the fees you are prepared to incur and we will then not work beyond that limit without referring to you. We do, however, require you to confirm this to us in writing.

8. Payment and interest on late payment

Our invoices become payable upon delivery. We may charge you interest on any outstanding balance at 2% per calendar month from 14 days after delivery of our invoice. We will apply any payment to settlement of outstanding interest before settlement of unpaid fees.

We accept payment by credit card or debit card. We also accept payments in cash, up to a maximum of £500 per matter.

In the event that payment is not made, we also reserve the right to cease work at that point on the matter concerned and any other matter in which we act for you, so as not to incur further costs. In litigious matters we would then 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 also.

9. Interest on client money

We have a written policy on payment of sums in lieu of interest on money we hold for you which seeks to provide a fair outcome. A copy is available on request. The following are the main points to bear in mind:

- Monies we hold on account will rarely attract as good a rate of interest for you as you could arrange for yourself;
- No interest will be paid if the amount calculated would equate to less than £50 of interest payable on the balance of your monies.

10. Financial Services Compensation Scheme ("FSCS")

Ashtons Legal hold client funds with a number of banks or building societies at any one time, in order to spread financial risk. We select the banks or building societies we use in accordance with SRA rules and guidance. Client funds are held in separate client accounts, i.e. not for our own use. In the event of a bank failure, any client funds we hold on your behalf will be deemed to be spread across all the banks and building societies with whom we hold client accounts. The appropriate rules for any financial compensation can be found at the following website – www.fscs.org.uk

11. Termination

We may cease to act for you on any matter by giving you reasonable written notice if

- You fail to give us proper instructions;
- You fail to give us the co-operation which we are reasonably entitled to expect;
- Our continuing to act would be impractical, unethical or unlawful;
- We have a conflict of interest;
- You fail to provide us (or to replenish) sufficient money to be held on account;
- You fail to pay our invoices as and when due for payment; or
- You fail to co-operate with or are unable to fulfill our due diligence requirements;
- You dishonestly mislead or seek to mislead us or any other party to the matter.

12. Your Rights to Cancel

If you instruct us in your personal capacity, rather than as the representative of an organisation for example, you have the right to cancel your agreement for us to act on your behalf in certain circumstances.

If we have not met you, or you agreed the terms upon which we should act during a visit by us to your home or place of work the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply. In this case you have the right to cancel our agreement within 14 days of the date you receive these Terms of Business from us. To do so, please contact us using the information contained within our accompanying letter.

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

13. External communications and confidentiality

We use a variety of communication methods for communication with you and others concerning your matter. At our discretion certain electronic communications will be sent with differing levels of encryption. If you would like more information about the encryption that we apply and when or would prefer that we communicate with you or others in any particular way please let us know.

Sometimes we ask other companies or people to undertake typing, photocopying, preparation of formal bills and other work on our files to ensure this is done promptly. We require that confidentiality is maintained by these outsourced providers. If you do not want any aspect of your file to be outsourced, please tell us as soon as possible.

We are subject to quality management standard and other audits. External organisations conduct quality checks on our practice, which may involve examining your file. These external organisations are required to maintain confidentiality in relation to all files.

If our work for you is being paid for by your insurer it may be a requirement that certain information about your case is shared with your insurer. If you are not sure if this applies to you please let us know.

We are bound by strict confidentiality rules and maintain strict confidentiality in regard to your work generally. However a number of regulatory authorities may require us to disclose some details from time to time. For example, the Solicitors Regulation Authority and HM Revenue & Customs have the power to inspect our records and we have reporting obligations under the Proceeds of Crime Act 2002.

14. Privacy and Data Protection

For more information on the personal data that we collect from you and how we use and protect this please see the privacy policy on our website, a hard copy of which is available on request.

15. Intellectual property rights

Unless otherwise agreed in writing, we retain the copyright and other intellectual property rights in all written and other material supplied to you concerning matters in which we are instructed. If material prepared by us is passed or disclosed to third parties then you accept liability for the payment of a proper professional charge for the use of such documentation together with all expenses or losses incurred in enforcing our intellectual property rights.

16. Storage of files and documents

We keep certain documents relating to the work that we do for you after we have completed the work. Usually these documents will be kept for a minimum period of 6 years following which they are destroyed, but we may destroy certain documents earlier at our discretion unless we have specifically agreed with you otherwise.

We will keep all documents and any items which you deposit with us for safe keeping available for inspection upon reasonable notice.

They 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. 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 further losses which might arise as a consequence of an item being lost or damaged.

We look after deeds, Wills and other important documents free of charge, but we have no duty of care to give advice in relation to those documents. Holding documents for you or having knowledge of your circumstances will not constitute a retainer to advise you on changes or prospective changes in the law or how the law applies or may apply in your circumstances when it changes.

17. Scope of liability

Our advice is particular to your individual circumstances. We do not accept liability to any person or organisation to whom our advice is not addressed, except where its very nature raises a legal duty of care in favour of a third party. The provisions of the Contracts (Rights of Third Parties) Act 1999 are to that extent excluded.

The scope of our work will not include advising on the business implications of any matter or on financial, accounting or actuarial issues, the adequacy of any insurance arrangements or the value or physical condition of any asset.

We insure against the risk of being unintentionally negligent. If you require information about this insurance and the level of cover, please contact our Compliance Officer for Legal Practice (see below). The liability of Ashtons Legal and any individual partner, consultant, employee and other agents of Ashtons Legal (and any service company owned or controlled by or on behalf of Ashtons Legal) in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to our negligence or non-performance), for loss or damage arising from or in connection with the services provided in any one or series of related matters shall be limited to £3 million, (unless we expressly agree in writing a higher amount with you) except where the rule of law overrides this term.

Please note that where we recognise more than one person as our client in relation to a single matter then each agrees, (a) the limit of liability will be divided between them; (b) the clients are responsible for agreeing the division of the limit of liability between them; (c) the clients are under no obligation to inform Ashtons Legal of the division; (d) if, for whatever reason no such division is agreed between the clients then none of them shall dispute the validity or enforceability of the limit of liability on the grounds that no such division was agreed between them.

We will use reasonable skill and care in the conduct of our work for you. Where we make an assessment, either expressly or by implication, of the likely level of risk associated with different potential courses of action, you accept that such assessment is made relying only upon the information and documents then available to us and cannot therefore be definitive. Accordingly, such an assessment should only be used as one element in the making of any practical or commercial decision. It is for you to decide whether to accept all or any risk.

Ashtons Legal as an entity will conduct the work for you and you agree that you will not bring any claim whether in contract, tort, under statute or otherwise against any servant or agent of Ashtons Legal including (without limitation) any individual partner, consultant, employee or other agent of Ashtons Legal. The partners, consultants, employees and other agents of Ashtons Legal shall be entitled to rely on the terms of these Terms of Business insofar as they admit any liability.

If you accept or have accepted any express exclusion or limitation of liability from any of your other professional advisors, our total liability to you arising out of our work will not exceed the net aggregate amount for which we would otherwise have been liable after deducting any amount which you or we would have been entitled to recover from such advisor as a matter of law, whether pursuant to statute or otherwise, but are prevented from doing so as a result of such exclusion or limitation of liability.

We shall not be liable for:

- Any loss, damage, cost or expense arising from any breach by you of your agreement with us or any act or omission of any other person; or
- Any advice or document subject to the laws of a jurisdiction outside of England and Wales; or
- Any advice or opinion given to you by any third party (whether or not nominated or recommended by us); or
- Any indirect or consequential loss or damage or any loss of income production or accruals arising in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to our negligence or non-performance).

Nothing in these Terms of Business exempts us from liability arising from our fraud or reckless disregard of our professional obligations, from our negligence resulting in death or personal injury; or where, in the case of a contentious business agreement, law or regulation prohibits the exclusion of such liability.

18. What if you are unhappy with our service?

Should there be any aspect of our service, with which you are unhappy, please raise this with your lawyer in the first instance so that we can attempt to resolve your concerns with you informally. If you wish to make a formal complaint, you can do so in person, by telephone, email or letter to your lawyer, their supervisor (who will be named in our initial letter to you) or our Client Care Partner, to whom we may refer your complaint in any event. The firm has a Complaints Procedure, a copy of which is available on request and is also available on our website.

If you are unhappy with any bill that is sent, you should raise this with your lawyer or their supervisor in the first instance. It will be treated in the same way as a complaint about service and will be referred to the Client Care Partner if we are unable to reach a satisfactory resolution. You may also have a right to object to the bill by applying to the Court for an assessment under Part III of the Solicitors Act 1974. If all or part of the bill remains unpaid we may be entitled to charge interest on it however.

The Client Care Partner can be contacted at our Bury St Edmunds Office.

The address and contact details are:

The Long Barn, Fornham Business Court, Fornham St Martin, Bury St Edmunds, IP31 1SL

Telephone: 01284 762331

Email: clientcarepartner@ashtonslegal.co.uk

If you are not satisfied with the resolution of a formal complaint raised with us, then you have the right to complain to the Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ

Telephone: 0300 555 0333,

Email: enquiries@legalombudsman.org.uk

You can also access their website www.legalombudsman.org.uk. The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern. You must also refer your concerns to the Legal Ombudsman within six months of our final response to you.

If you are unsure whether your concerns should be raised with the Legal Ombudsman, the SRA or another regulator you should raise them with the Ombudsman in the first instance in any event. He will then forward them to the appropriate regulator, if he isn't the appropriate venue, or advise you accordingly.

19. Governing Law

The Law of England and Wales will govern our professional and contractual relationship with you notwithstanding that you may be based, or our services are provided to you elsewhere. These Terms of Business are available in English and French.

20. Definitions

References in this agreement to “we”, “us”, “Ashtons Legal”, “firm” and “our” mean or refer to the partnership trading as Ashtons Legal (“the Partnership”) whose principal place of business is at The Long Barn, Fornham Business Court, Fornham St Martin, Bury St Edmunds, IP31 1SL and any successor practice together with any service company owned or controlled by or on behalf of the Partnership or any of its Partners, including but not limited to, Ashtons Legal Trust Corporation Limited (company number 11641838 Licensed Body Number 655769) and, as the context requires, all Partners of, consultants to and employees and agents of, the Partnership and of any service company owned or controlled by or on behalf of the Partnership or any of its Partners.

21. Insurance mediation activity, professional regulations and Compliance Officer

Ashtons Legal LLP (also trading as Heslop & Platt) is a limited liability partnership registered in England & Wales with number OC445631 whose registered office is at The Long Barn, Fornham Business Court, Bury St Edmunds, Suffolk, IP31 1SL. We use the term “partner” to refer to a member or senior employee of Ashtons Legal LLP.

We are authorised and regulated by the Solicitors Regulation Authority, number 8003918. Our professional code of conduct can be accessed at <http://www.sra.org.uk/handbook/>. A list of the members and their professional qualifications is open to inspection at our registered office. Our registered VAT number is GB 1197229 03.

Our Compliance Officer for Legal Practice is Ross Strowger (who can be contacted at The Long Barn, Fornham Business Court, Fornham St Martin, Bury St Edmunds, IP31 1SL, telephone: 01603 703086, email: ross.strowger@ashtonslegal.co.uk) with whom you should raise any concerns in the first instance.

Ashtons Legal LLP is an ancillary insurance intermediary. 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 can carry on insurance distribution 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 Conduct Authority website at www.fca.org.uk/firms/financial-services-register.

More information

For any questions on this statement or our terms of business please contact:

The Compliance Officer

E: riskandcompliance@ashtonslegal.co.uk

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