

Levy & Co Solicitors LLP

Terms and Conditions of Business

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1 Introduction

These Terms and Conditions of Business along with the accompanying letter of engagement set out our service standards and the terms of business on which we agree to act for you. If you have any questions about any of the information contained herein, please contact the person dealing with your case. By continuing to instruct the firm we shall be entitled to assume you have agreed to the terms and conditions set out here. For the purpose of these terms, "we" "our" "us" or "the firm" refers to Levy & Co Solicitors LLP. Unless otherwise agreed, and subject to the application of then current hourly rates, these terms and conditions of business shall apply to any future instructions given by you to the firm.

Your contract is with Levy & Co Solicitors LLP. There is no contract between you and any Partner, employee or consultant of the firm. Any advice given to you (or other work done for you) by a Partner, employee or consultant of the firm is given (or done) by that person on behalf of the firm and not in his or her individual capacity and no such person assumes any personal responsibility to you for the advice or other work.

2 About Levy & Co Solicitors LLP

Levy & Co Solicitors LLP is a Limited Liability Partnership registered in England and Wales (company no. OC346894). Our registered office is at St. George's House, 31 Bridge Street, Witham, Essex CM8 1DY. A list of members and non-members designated as Partners is available for inspection at the above address. We use the term 'Partner' to

refer to a member of the LLP or an employee or consultant with equivalent standing and qualifications.

The SRA Standards and Regulations set out the regulatory framework imposed on service providers such as ours. Further information is available on the SRA website at www.sra.org.uk. In accordance with the Provision of Service Regulations 2009, details of our Professional Indemnity Insurance are displayed at our above office and on our website www.levysolicitors.co.uk. Our VAT number is 925 0329 42.

3 Service Standards

We aim to offer our clients quality legal advice with a personal service at a fair cost. As a start, we hope it is helpful to you to set out in this statement the basis on which we will provide our professional services. The firm sets the following standards:

- We will regularly update you with progress on your matter
- We will communicate with you in plain language
- We will explain to you the legal work required as your matter progresses
- We will update you on the cost of your matter
- We will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances
- We will update you on the likely timescales for each stage of this matter and any important changes in those estimates
- We will continue to review whether there are alternative methods by which your matter can be funded

In return, we request that our clients assume the following responsibilities:

- To provide clear, truthful instructions to us at all times
- To respond to communications from us promptly and to attend arranged appointments
- To notify contact details, change of address, telephone numbers etc. promptly
- To discharge payments requested from you promptly

4 Hours of business

We are normally open between 9.00 am and 5.30 pm from Monday to Friday. We may be able to arrange appointments outside of these hours, in cases of emergency. We are closed on all bank holidays. We offer a 24-hour emergency telephone service for clients remanded in custody. Our e-mail address is mentalhealth@levysolicitors.co.uk.

5 People responsible for your work

The person responsible for dealing with your work will be set out in the engagement letter. The person responsible for the overall supervision of the matter is the Head of the Mental Health Department, Wendy Cronshey. We will try to avoid changing the people who handle your work but if this cannot be avoided, we will tell you promptly of any change and why it may be necessary. The Mental Health department currently consists of:

Partner/Solicitor (Supervisor)*	Wendy Cronshey
Senior Partner*	Steven Levy
Legal Executive*	Wendy Webb

Solicitor*	Rachel Nkonyereza
Department Manager	Debbie Silvey

* Accredited Mental Health Scheme member

6 Legal Aid: Tribunals

If we are to act for you in connection with a Tribunal hearing under legal aid, a form entitled "Legal Help and Controlled Legal Representation – Mental Health" will be completed. This is a scheme run by the Legal Aid Agency (LAA). You will not have to pay this firm, or the LAA, for any of the work that is done for you, and representation at your Tribunal hearing is entirely free of charge.

Legal Aid: Advice and Assistance and Managers' Hearings

Whereas legal representation at a Tribunal, including any assistance in preparing for your Tribunal hearing, is free of charge under the legal aid scheme, legal advice and assistance relating to any other issue regarding your mental health including attending Managers' Hearings, is not automatically free. To be eligible for free assistance you will be means-tested to see if you qualify. If you are on income-related benefits you will receive free assistance and we can confirm your eligibility by either taking a copy of your benefit entitlement letter or by asking you to sign a consent which allows the DWP to confirm your eligibility.

You will not have to pay for our assistance on your case if you are under 18 or if you receive any of the following benefits: income support, income-based jobseeker's allowance, guaranteed state pension credit or income related employment and support allowance. You must keep us and the LAA informed of any change in your financial circumstances once in receipt of legal aid.

Storage of papers and documents

After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses. We will keep your file of papers in storage for not less than six years except those papers that you ask to be returned to you. This includes documents stored electronically. After that, storage is on the clear understanding that we have the right to destroy your file after such period as we consider reasonable without further reference to you, or to make a charge for storage if we ask you to collect your papers and you fail to do so. We will not of course destroy any documents such as wills, deeds, and other securities, which we agree to hold in safe custody. No charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date which may be specified in that notice.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent at our lowest charge out rate for producing stored papers or documents to you or another at your request. We may also charge for reading, correspondence, or other work necessary to comply with your instructions.

7 Termination

You may terminate your instructions to us in writing at any time, but we will still be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing. We may only decide to stop acting for you if we have good reason, for example, if you do not pay an interim bill, fail to provide us with instructions or if a conflict of interest arises. We will tell you the reason and give you notice in writing.

If, for any reason, this matter does not proceed to completion, we will be entitled to charge you for any work done and expenses incurred. If your case is funded under an hourly rates arrangement, then these costs will be calculated based on the time spent plus expenses incurred up to the date of termination. On fixed fee arrangements, we will break the transaction down into stages and apportion the estimated fee for each stage. You will also be responsible for reimbursing any expenses incurred by us that were not included within the fixed price agreed.

Under the Consumer Contracts Regulations 2013, you have the right to cancel this contract within 14 days without giving any reason. This only applies where contracts are agreed away from our premises or where we are not both physically present. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. If you cancel this contract, we will reimburse to you any payments received from you. Please note that these Regulations do not apply to legally aided work.

8 Data protection/GDPR

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. Our use of that information is subject to your instructions, data protection law and our duty of confidentiality.

Please note that our work for you may require us to pass on such information to third parties such as expert witnesses and other professional advisers, including sometimes advisers appointed by another party to your matter. We may also give such information to others who perform services for us, such as typing or photocopying. Our practice may be audited or checked by our accountants or our regulator, or by other organisations. We do not normally copy such information to anyone outside the European Economic Area, however, we may do so when the particular circumstances of your matter so require. All such third parties are required to maintain confidentiality in relation to your files.

You have a right of access under data protection law to the personal data that we hold about you. We seek to keep that personal data correct and up to date. You should let us know if you believe the information we hold about you needs to be corrected or updated. The person at the firm with overall responsibility for data protection compliance is the Data Protection Partner, Steven Levy, email s.levy@levysolicitors.co.uk. The firm is registered with the Information Commissioner. Further information regarding data protection and privacy is available from the Information Commissioner's Office www.ico.org.uk.

Under the General Data Protection Regulation (GDPR) you, as a data subject, have a number of rights. These include the right to be informed, the right of access, the right to rectification, the right to erasure, the right to restrict processing, the right to data portability and the right to object. Further information about these rights is set out on the ICO website referred to above and also in our privacy policy at www.levysolicitors.co.uk.

We may receive personal data from you for the purposes of our money laundering checks, such as a copy of your passport. These will be processed only for the purposes of preventing money laundering and terrorist financing, or as otherwise permitted by law or with your express consent. You consent to us retaining such data for longer than the five-year statutory period, unless you tell us otherwise.

If you send us personal data about anyone other than yourself, you will ensure you have any appropriate consents and notices in place to enable you to transfer that personal data to us and so that we may use it for the purposes for which you provide it to us.

9 Equality and diversity

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. Please contact us if you would like a copy of our Equality and Diversity Policy.

10 Communications

We shall communicate with you in the most effective way, as agreed between us. You should be aware that the use of e-mail is not secure for confidential matters. We take every precaution to ensure that e-mail is virus-free but we cannot guarantee this. If you require correspondence to be addressed to a particular person or marked private and confidential then you must tell us.

11 Identity, disclosure and confidentiality

The law requires solicitors to get satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money. To comply with the law, we need to get evidence of your identity as soon as possible. If you cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity.

We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself or for any principal whom you may represent. 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 including VAT, we will seek your prior agreement.

Solicitors are under a professional and legal obligation to keep the affairs of the client 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 National Crime Agency (NCA). 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 of 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.

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. We may need to disclose your information to third parties (such as barristers, accountants or government agencies) to enable us to handle your affairs. We may also need to permit third parties (such as our auditors and the Solicitors Regulation Authority) to have access to your information for administrative or regulatory purposes. We may also outsource work. This might be for example costings, research and preparation to assist with your matter. Information from your file may therefore be made available in such circumstances. We will always aim to obtain a confidentiality agreement with the third party. We will not otherwise disclose your information to any third party unless permitted or required to do so by law. If you do not want your file to be outsourced please tell us as soon as possible.

12 Limits on our liability

Our liability to you for a breach of your instructions shall be limited to £3,000,000.00, unless we expressly state a higher amount in the letter accompanying these terms of business. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profits or opportunities. We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.

13 Joint instructions

If we are instructed by more than one person or more than one representative of a company or other body, which is our client, we are entitled to act on the instructions of any one of such persons and to correspond with any of such persons unless otherwise agreed.

In this situation there will be no rights of confidentiality between such persons or representatives so that all information and documents can be shared with any one of you. If there is a difference of opinion on your instructions you may need to be separately represented and if a conflict of interest arises between you or your representatives, we may have to cease acting for both or all such persons or companies.

Where our engagement letter is addressed to more than one person, or where we have agreed with the addressee of our engagement letter to act for another person as well, each of you shall be jointly and severally liable for our fees and disbursements and other costs, so that each of you is jointly responsible for ensuring that our bill is paid, and we can pursue all or any one of you for the whole amount that is due to us. This shall be the case regardless of any agreement you may have entered into with anyone else regarding the payment of our fees, disbursements, and other costs.

14 Client care and complaints

We strive 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, or about the bill, please contact the person dealing with your matter who will discuss it with you. Should you wish to make a complaint our Client Care

Partner, Mr Levy, is the person who deals with these matters and he will be prepared to meet with you to discuss your complaint. We have a procedure in place which details how we handle complaints which is available upon request.

We have eight weeks to consider your complaint. If we have not resolved it within this time, or if you are not happy with our handling of your complaint, you may complain to the Legal Ombudsman (PO Box 6167, Slough, Berkshire WL1 0EH, telephone 0300 555 0333, website www.legalombudsman.org.uk) to consider the complaint. The Legal Ombudsman will expect you to have given us a chance to resolve your complaint before it will get involved. Normally, you will need to bring a complaint to the Legal Ombudsman within 6 months of receiving a final written response from us and within 6 years from the date of the act or omission about which you are complaining, or 3 years from the date you should reasonably have known there were grounds for complaint.

You also have a right to complain about or challenge your bill by applying for an assessment of the bill under Part III of the Solicitors Act 1974. The Legal Ombudsman may not consider a complaint about a bill if you have applied to the court for assessment of that bill.

The Solicitors Regulation Authority (SRA) can help you if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. You can find information about raising your concerns with the SRA at www.sra.org.uk in the 'For the public' section.

15 Cybercrime warning

Cybercrime is a fast-growing area of crime. More and more criminals are exploiting the speed, convenience and anonymity of the Internet to commit a diverse range of criminal activity that knows no borders, either physical or virtual, causes serious harm and poses very real threats to victims Worldwide.

You should be alive to the possibility that a fraudster might deliberately misrepresent himself or herself as a member of, or as someone acting on behalf of, or working with, Levy & Co Solicitors for criminal purposes. Such scams normally originate by email. Often the email will suggest there has been a change in bank details or request personal or financial information in order that money can be paid to them.

Please note, we will not be changing our bank details during the course of acting for you. If, during the course of the matter, or after it has completed, we need to remit funds to you by way of bank transfer, or if we require you to remit funds to ourselves, we will not give, nor can we accept from you, bank details via email. If you receive a request from us by email asking for your bank account details, or sending you our bank account details, please contact the person dealing with your matter immediately. Prior to transferring funds to our account, we recommend you contact us to verify our account details

If we receive any email communication from you informing us of a change to your account details or instructions for payment, then this could delay your matter as we will need to verify the change directly with you to ensure that they are not from a fraudulent source. We will not make any payment until such time as we have been able to confirm those instructions directly with you.

Yours sincerely

Wendy Cronshey
Partner/Supervisor
Levy & Co. Solicitors LLP