



Levy & Co Solicitors LLP

Terms and Conditions of Business

Contents

- 1 Introduction
- 2 About Levy & Co Solicitors LLP
- 3 Service standards
- 4 Hours of business
- 5 People responsible for your work
- 6 Legal Aid
- 7 Charges and expenses
- 8 Payment arrangements
- 9 Other parties' costs
- 10 Client accounts, interest and surplus funds
- 11 Storage of papers and documents
- 12 Financial services and insurance contracts
- 13 Termination
- 14 Tax advice
- 15 Data Protection/GDPR
- 16 Equality and diversity
- 17 Communications
- 18 Identity, disclosure and confidentiality
- 19 Limits on our liability
- 20 Joint instructions
- 21 Client care and complaints
- 22 Cybercrime warning

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 mail@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. Our Family Department operates as a team as follows:

Associate Solicitor	Gail Thompson
Legal Executive	Helen Quinn
Trainee Legal Executive	Leanne Harvey
Paralegal	Lois Mason

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.

6 Legal Aid

If your matter is financed via legal aid, the terms and conditions may differ according to the type of matter and legal aid cover which applies. This will be explained to you in the engagement letter. You agree that you will keep us and the Legal Aid Agency informed of any change in your financial circumstances once in receipt of legal aid. Please note that although your own costs will be covered by legal aid, if you lose your case you could be ordered to pay the other side's legal costs. Any potential liability for costs under legal aid will be explained in the accompanying engagement letter. Please note, sections 7-10 below do not apply to legally aided clients.

7 Charges and expenses

If we have agreed a fixed fee for work on your case, the arrangements will be set out in the engagement letter. Provided we are not requested to do any more work than when that fixed fee was agreed, we will not make any additional charge. However, we reserve the right to make an additional charge in the event that the matter becomes more complex or lengthier than originally estimated. This would entail either increasing our fee estimate or charging at an hourly rate for the additional work involved. In the latter case we would try and give you our best estimate of the likely additional cost or, where this is not possible, we would obtain your authority to carry out work to an agreed fee limit.

On matters funded on an hourly rate basis, our charges will be calculated mainly by reference to the time actually spent by the solicitors and other staff in respect of any work which they do on your behalf. This may include meetings with you and perhaps others; reading, preparing and working on papers; making and receiving telephone calls, e-mails, faxes and text messages; preparation of any detailed costs estimates, schedules and bills; attending at court; and time necessarily spent travelling away from the office. From time to time we may arrange for some of this work to be carried out by persons not directly employed by us; such work will be charged to you at the hourly rate which would be charged if we had done the work ourselves.

Routine letters, e-mails and texts that we send and routine telephone calls that we make and receive are charged at one-tenth of the hourly rate. Routine letters, e-mails and texts received are charged at one-twentieth of the hourly rate. Other letters, e-mails and calls are charged on a time spent basis. The current hourly rates applicable to your case will be set out in the accompanying letter. We will add VAT to these at the rate that applies when the work is done. At present, VAT is 20%.

These hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed with effect from 1st May each year. If a review is carried out before this matter has been concluded, we will inform you of any variation in the rate before it takes effect. In addition to the time spent, we may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, and the speed at which action has to be taken, any particular specialist expertise which the case may demand. An increase in the rates may be applied to reflect such factors.

Solicitors have to pay out various other expenses on behalf of clients ranging from court fees, experts' fees, Counsel's fees and so on. We have no obligation to make such payments unless you have provided us with the funds for that purpose. VAT is payable on certain expenses. We refer to such payments generally as 'disbursements'.

8 Payment arrangements

It is normal practice to ask clients to pay interim bills and sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. We find that this helps clients in budgeting for costs as well as keeping them informed of the legal expenses which are being incurred. If such requests are not met with prompt payment, delay in the progress of a case may result. In the unlikely event of any bill or request for payment not being met, this firm must reserve the right to stop acting for you further.

Payment is due to us within 30 days of our sending you a bill. If payment is not made within the time we have requested, we reserve the right to cease to act on your behalf, suspend work on that matter and any other matter and retain all documents, working papers and other documents in our possession relating to any matter until all outstanding bills are paid in full including interest and any costs incurred in pursuing the recovery. Interest on outstanding bills may be charged after a period of 30 days from the date of the bill at the rate payable on judgement debts (currently 8% per annum).

The common law entitles us to retain any money, papers or other property belonging to you which properly come 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. This is known as a "general lien". We are not entitled to sell property held under a lien but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of costs.

We do not accept payments in cash in excess of £1,000. 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. Payment of our bills may be made by cheque, credit card or debit card issued by a UK High Street bank, BACS or CHAPS. Monies due to you from us will be paid by cheque or bank transfer, but not in cash and will not be made payable to a third party.

Please note that we may pass unpaid invoices to a third party debt recovery firm. They will be given adequate information by us from your file to enable them to recover unpaid invoices. If proceedings are issued to recover costs in relation to outstanding invoices, we reserve the right to also seek to recover all reasonable legal fees incurred in the process.

9 Other parties' costs

In some cases and transactions, a client may be entitled to payment of costs by some other person. It is important that you understand that in such circumstances, the other person may not be required to pay all the charges and expenses which you incur with us. You have to pay our charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them. If the other party is in receipt of legal aid no costs are likely to be recovered.

If you are successful and a court orders another party to pay some or all of your charges and expenses, interest can be claimed on them from the other party from the date of the court order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of that interest. You will also be responsible for paying our charges and expenses of seeking to recover any costs that the court orders the other party to pay to you.

A client who is unsuccessful in a court case may be ordered to pay the other party's legal charges and expenses. That money would be payable in addition to our charges and expenses. Arrangements can be made to take out insurance to cover liability for such legal expenses. Please discuss this with us if you are interested in this possibility.

10 Client accounts, interest and surplus funds

Any money received on your behalf will be held in our Client Account. The firm pays interest on client account balances in accordance with the Solicitors Regulation Authority (SRA) Accounts Rules. Interest will be calculated and paid to you at the rate from time to time payable on The Bank of Scotland General Client Accounts. The period for which interest will be paid will normally run from the date(s) on which funds are received by us until the date(s) of issue of any payment(s) from our Client Account. It is the firm's normal policy to retain the first £20.00 of each amount of interest as and when calculated to cover the administrative expenses of arranging these calculations and payments.

Please note that if we do hold any of your money at any point we will take good care of it we only bank with UK banks. We are unlikely however to be liable to repay money lost through a banking failure. If we do hold any of your money it will be held with the Royal Bank of Scotland and that money will have the same protection (up to £120,000) under the Financial Services Compensation Scheme (FSCS) as if you held the money in that bank personally. If you hold other personal monies in that same bank you should note that the limit of £120,000 remains the same in total. You also need to be aware that some deposit taking

institutions/banks have several brands, i.e. where the same institution is trading under different names. You should check either with your bank, the Financial Conduct Authority (FCA) or a financial adviser for more information. If we do have to make a claim under the FSCS in respect of your money we will, subject to your consent, need give certain information to the FSCS about you to help them identify you and any amount to which you would be entitled within our client account. Further details are available at www.fscs.org.uk.

In the event that there is a credit balance of less than £10 (or its equivalent) due for repayment to you from a client account and we are unable to return the funds because we cannot contact you (after making reasonable efforts to do so), you agree that we shall be entitled to pay the funds to a charity of our choice, where permitted by our regulatory authority, instead of making further efforts to find you. We will notify you on an annual basis of any surplus funds held in client account for over one year.

11 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.

12 Financial services

We are not authorised by the Financial Conduct Authority (FCA). If, while we are acting for you, you require advice on investments or insurances, we may have to refer you to someone who is authorised to provide that advice. The FCA register can be accessed via the FCA website at www.fca.org.uk/firms/financial-services-register.

13 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.

14 Tax advice

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We are not qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, then you are advised to refer to a suitably-qualified adviser.

15 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.

16 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.

17 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.

18 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.

19 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.

20 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.

21 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. If you feel that the issue remains unresolved, please contact the Head of Department. 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, SL1 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.

22 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.