



GOSSCHALKS  
SOLICITORS

## **CLIENT CARE INFORMATION AND TERMS OF BUSINESS**

### **Introduction**

It is our aim to provide an efficient, effective and high quality service to all our clients. Below you will find details of the client care arrangements which we have in place to help us to achieve that aim and the terms upon which Gosschalks (“we” or “us”) conduct business with our clients (“you”).

Because of the broad range of legal services which we provide, we can only set out details of our general terms and arrangements applying to all clients. When you instruct us on a particular case or matter, we will generally also send to you a formal engagement letter setting out any specific additional arrangements or terms which will apply to our work on that case or matter. An engagement letter may not however be necessary if you are a client for whom we have acted previously and you are already therefore aware of our arrangements and terms.

In the event of any conflict between the terms and arrangements set out in the engagement letter and those referred to below, the terms of the engagement letter will prevail. By instructing us, you agree to the terms and arrangements set out below, as varied by the terms of any engagement letter which we send to you.

### **Our relationship with you**

When you instruct us on a new case or matter, in addition to any advice which we give you, we will discuss and agree with you any action to be taken. We will also give you the best information which we can about the likely overall fees and expenses of the matter and of the time it is likely to take to complete it.

We will also identify which individual or individuals within the firm will be dealing with the matter and their positions in the firm.

The above details will be confirmed, when you instruct us, in a separate letter.

We will also keep you informed of any changes to any of the above and of developments in your case. We encourage you however to keep in touch with us, particularly if you have any concerns about the progress of your matter or have any queries. Where you need to contact us, we aim to return telephone calls as soon as reasonably possible. However we ask you to accept that, because of other daily work commitments, there may occasionally be some delay. If the person dealing with your matter is not available to speak to you, you can of course leave a message with a secretary or receptionist.

Please notify us immediately of any change to your instructions and please deal promptly with any questions or queries that we raise of you.

Where appropriate to your case or matter, we will work in liaison with your other advisers. If your case is particularly complex, or involves a court hearing, we may need to instruct a barrister to advise or represent you. We may also need to recommend specialist advisers, for example accountants, for areas outside our expertise.

Gosschalks is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

## Our Charges

Our fees are calculated in accordance with the value, complexity and importance of your case or matter and by reference to the time spent on it by us. The time which we spend on it and charge you for includes:-

- Preparing for meetings and court hearings
- Meetings with you and others
- Writing and receiving letters
- Advice
- Telephone calls
- Considering and working on documents
- Court attendance
- Supervision by other fee earners
- Travelling
- Waiting time

We will discuss with you and/or write to you regarding the fees and expenses which are likely to be involved in your matter at the start of your case. Where it is not possible to give an estimate at the outset, our fees will be calculated by applying charging rates to the time spent by the individuals dealing with your matter. Where we cannot give you an estimate, we will give you details of the hourly rates applicable to those individuals. Our charging rates are applied in units of 6 minutes. Each routine letter or telephone call will therefore be charged as one 6 minute unit. Longer letters or telephone calls, and other time spent dealing with your matter, will be charged on the basis of the time actually spent, rounded up to the nearest multiple of 6 minutes.

In addition to these fees, if your case requires copying of documents we also apply the following document charges:-

25p per A4 page for black and white copying, scanning and faxing of documents (within the UK).

Overseas faxes are charged at 35p per page and black and white copying of A3 pages is 50p per page.

Colour reproduction of electronic or hard copy documents is charged at 60p per page for A4 and £1.20 per page for A3.

In most cases these charges should not exceed a modest amount. Where there is a need for substantial photocopying or scanning of documents etc we will advise you in advance and provide you with an estimate of what the charge is likely to be. Other sundry charges include Recorded Delivery fees, Courier charges, taxi fares, travel and accommodation expenses.

We may also incur expenses on your behalf, for example, court fees, oath fees, search fees, Stamp Duty Land Tax, experts' or barristers' fees and the like. These expenses are usually referred to as "disbursements".

Wherever possible we will try to give you an estimate at the start of your matter of the disbursements which are likely to be involved. We will also try and give you an estimate of any disbursements required prior to the point when we propose to incur that disbursement.

We may ask you at the start of your case or matter to pay us money on account of the disbursements which we will have to pay on your behalf and/or on account of the time which we expect to spend dealing with your matter. We may also request further payments on account as your matter progresses.

If your matter does not complete for any reason, we will still charge you for the work which we have actually done for you and the disbursements and fees which we have incurred on your behalf. Where you have made payments in advance on account of our fees and expenses, these will be offset against your invoice. We may also issue interim invoices as your matter progresses and these will also be taken into account when we issue our final invoice on completion of the case.

Our invoices are payable within 30 days of date of invoice and interest is charged on unpaid invoices from that date at the rate payable at the relevant time on court judgment debts (currently 8% per annum). Interest is charged on a daily basis.

We reserve the right to stop acting for you if our invoice is not paid. If this happens, you will still be responsible for paying our fees and expenses incurred up to the time we stop acting for you. If you fail to pay any interim bill or bills, we will issue a final bill for work done to date and you will remain responsible for paying our outstanding fees and expenses incurred up to the time we stop acting for you (taking into account any sums previously paid).

If we deduct costs (other than disbursements) in satisfaction of a bill from monies paid on to us on account and you or an entitled person objects in writing to the amount of the bill, you may have the right to have the bill assessed by the court under sections 70, 71 and 72 of the Solicitors Act 1974. This is known as assessment and to take advantage of the process, you should apply to the court before the expiration of one month from the delivery of our bill, although this period may be extended if the court sees fit. We suggest that you seek independent legal advice should you wish to invoke the assessment process.

You should also be aware that we are entitled to charge interest on the outstanding amount of the bill in accordance with article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009.

If you are eligible for public funding (formerly Legal Aid), we will discuss this with you and advise you of the conditions which will apply to such funding. Other sources of funding e.g. insurance, may also sometimes be available and, if so, we will advise you. If your case involves the court, some or all of your costs may be ordered to be paid by the other party involved or you may be ordered to pay the other party's costs in addition to our fees and expenses. Any order for costs in your favour is unlikely to reimburse all of the fees and expenses which you will have incurred and you will still therefore be responsible for paying any balance to us. We will explain this to you in more detail where it applies to your case.

In most cases you will remain personally responsible for our fees and expenses if they are not paid by the other party or other funding sources for any reason, even if a court order has been made in your favour. In cases where we enter into a separate Conditional Fee Agreement with you then your responsibility for our fees and expenses is addressed in that agreement.

The firm's charging rates are reviewed annually with effect from 1 September in each year. We will advise you of any change.

If you have any query about the way our fees are calculated or about any invoice you receive from us, please contact the person dealing with your case or matter as soon as possible.

## **Other fees**

There are three other fees which we may charge. The first is in connection with money transfers between banks. We charge £25 for each such transaction whether by bank, telegraphic or BACS transfer. The second fee concerns transactions liable for Stamp Duty Land Tax (SDLT) and we will notify you in writing in the event that any additional charge is levied for completing the necessary Land Transaction Return for the Inland Revenue and for arranging payment of the necessary SDLT. Thirdly, we charge a fee as part of our Money Laundering obligations in connection with obtaining external verification of your identity.

VAT will be added on our fees, disbursements document and sundry charges and other fees as appropriate and shown on our invoices at the rate which applies when the work is done.

## **Payments from overseas**

We do not accept payment from overseas bank accounts (i.e. bank branches located outside the United Kingdom) other than by way of electronic international money transfer.

Clients wishing to make payment from overseas accounts are requested to contact our Cashiers team on 01482 324252 Ext. 203 to obtain the necessary I-BAN number. Any currency, exchange, banking or other charges must be deducted by your bank before transmitting cleared funds to us in the sum required.

## **Confidentiality**

We have a strict duty of confidentiality to our clients and we will only disclose your personal information externally to third parties where we are legally required to do so. Recent legislation however now obliges us to disclose suspicion of criminal conduct or financial irregularities to the relevant authorities. This is explained in more detail below under "Money Laundering".

From time to time some of your personal information may also become known to third parties who are connected with or engaged by us in connection with the everyday running of our business, for example, our regulator, the Solicitors Regulation Authority, our auditors, insurers, IT systems providers, cost draughtsmen, medical and other experts and photocopying service providers.

Any advice which we give you is personal to you and must not be used or relied on by any other person without our prior written consent.

We may use electronic communication with you and with third parties in connection with your case or matter. As this is not a completely secure medium, you should let us know if you do not wish us to communicate electronically.

## Data Protection

Your personal information is kept by us both electronically and in our paper-based files and databases and it may continue to be kept by us after completion of your case or matter. We use and keep your personal information, both to deal with your case or matter and to comply with our legal and regulatory obligations. We may also use your personal information to inform you by post or electronic communications of the legal services we provide and of other information which we believe may be of interest to you.

## Money Laundering

Solicitors' firms, like banks and building societies, are attractive to money launderers – criminals who sometimes try to hide stolen money by disguising it as legitimate income. The government has introduced legislation, which now applies to solicitors' firms, to make it more difficult for criminals to make and keep money from their crimes. As part of our compliance with the legislation we have decided that the maximum amount of cash we will accept from you or any third party is £250. In the event of any attempt to circumvent this policy by depositing cash directly with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds. Further, and most fundamentally, we must now undertake customer due diligence and check and verify your identity at the start of your case or matter. We will discuss this with you but generally we will need to see a current passport or photo-card driving licence and a recent utility bill of each individual instructing us. If you do not have these documents, we will discuss other ways on how best to prove to us who you are.

We may also verify your identify against external databases provided to us electronically and, by instructing us to act for you, you consent to our processing information about you in this way.

The legislation has also made inroads into our duty of confidentiality to clients, as we may be obliged in some circumstances to report money laundering activities by clients or others to the relevant authorities. We may also be obliged by the legislation not to tell you if we make such a report about you or about any other party and we may have to cease acting for you in these circumstances.

By instructing us to act for you, you expressly consent to us reporting all such information that we consider necessary, without reference to you, where we form an impression that money laundering activities may have occurred. We cannot and do not accept any responsibility or liability for any delays in your case or losses which you may suffer as a result of a report made to the relevant authorities in accordance with the legislation.

## Interest on monies held in our client account

If during the course of a matter we hold money for you then we will account to you for interest earned in accordance with the Solicitors Accounts Rules 1998. This is subject to the minimum amounts and periods stated in those rules. In most cases where money is held on our general client account a payment in lieu of interest will normally be calculated from the date on which we bank the money to the date on which it is paid out. Any interest payment that you are entitled to will be addressed when the matter comes to be closed and our papers archived into storage. No payment in lieu of interest will be due or payable where the sum calculated is less than £20.00.

## Financial Services

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 Solicitors Regulation Authority. The Register can be accessed via the Financial Services Authority's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register).

We are not authorised under the Financial Services and Markets Act 2000 but we are able in certain circumstances to offer a limited range of investment services to clients because we are regulated by the Solicitors Regulation Authority. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.

Where we are unable to provide the investment services which you require, we may refer you to someone who is authorised by the Financial Services Authority to give you the necessary advice. Commission is sometimes paid to us by persons who are authorised by the Financial Services Authority for business which we refer to them. If this happens, we will disclose to you the amount of the commission or the basis on which it will be calculated and the commission will be paid to you unless you agree otherwise.

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.

## Storage of papers and documents

After completing your case or matter, we will keep our file of papers in relation to it for no more than 9 years after the date of our final invoice. By instructing us, you expressly authorise us to destroy the file after that time and you should therefore ask us on completion of your case if you wish us to return any papers or documents to you. We will not be responsible for any losses which may arise from the destruction of your file after the 9 year period or for the loss or destruction of any documents or consequential losses caused by fire, flood or any other cause beyond our control.

We are entitled to retain documents if you have not paid us for services which we have provided.

You may also ask us to look after important documents, for example title deeds or wills, in safe custody, for which no fee is generally payable. We do not however accept any liability for loss or damage to documents placed in safe custody unless such loss or damage arises from our negligence.

If archived files or documents have to be taken out of storage or safe custody in connection with a current matter, we will not normally charge you for that. We will however make a charge for retrieving stored papers or documents in other circumstances and for any other time which we spend (for example, if you ask us to look through the documents) or expenses which we incur (for example, if you ask us to copy the documents or send them to you).

## Limitation of liability

NOTE: This section only applies to you if you are a business client i.e. where we act for you in the course of your trade, business or profession. It will not apply to you if we act for you as an individual outside the course of any trade, business or profession.

We may include in the engagement letter which we send to you at the outset of your matter, a limitation on our liability in connection with the matter. Any such limitation will not be below the £2,000,000 required by the Solicitors Regulation Authority.

Unless the engagement letter specifically provides otherwise, you agree that we will not have any liability:

- (a) for any loss, damage or claim which arises as a result of, or in connection with, your use of our services except to the extent that such loss, damage, expense or claim is directly attributable to our deliberate act or our negligence ("our liability"), and that our liability will be subject always to a maximum of £25 million (for any one event or series of connected events);
- (b) for any loss you suffer as a result of any event or occurrence outside our reasonable control; or
- (c) in any circumstances for any loss of business, loss of profits, loss of anticipated savings, loss of or damage to data, third party claims or any consequential loss which you suffer. We strongly advise you to insure against all such potential loss, damage, expense or liability.

We do not exclude our liability (if any) to you for personal injury or death resulting from our negligence, for fraud or for any matter which it would be illegal to exclude or to attempt to exclude.

If any limitation or provision contained in this limitation of liability section is found to be wholly or partly invalid or unenforceable under any applicable statute or rule of law it shall to that extent be deemed omitted, but the validity of the other limitations or provisions in this section, the remainder of the provision in question and our other terms of business shall not be affected.

## Complaints

We will tell you at the start of your case or matter who will have overall responsibility for it. If there is any aspect of our service with which you are unhappy and which you cannot resolve with the individual responsible for the matter, their supervisor and/or their Head of Department you should contact Nick Dean who is our Risk Partner.

We will always try to resolve any problems which may arise. If we are not able to resolve the problem, the Solicitors Regulation Authority and the Legal Complaints Service provide a complaints and redress scheme and we will provide you with details of that on request.

## Termination

You may terminate your instructions to us at any time by writing to us.

We may stop acting for you if :-

- You do not give us clear or proper instructions

- You appear to us to have lost confidence in how we are carrying out your work
- Your work puts us in breach of the law or of the rules of professional practice which apply to us
- A conflict of interests arises
- You do not pay our invoice (including any interim invoice) or make payment on account as requested
- There is some other good reason why we cannot continue to act

We will give you reasonable notice if we wish to stop acting for you in any of the above circumstances.

If any of the above happens, you will still be responsible for our fees and expenses up to the date of termination and we are entitled to keep your papers and documents whilst any money remains owing by you to us.

## **Hours of business**

Our normal opening hours are between 9am and 5pm Monday to Fridays but excluding all bank holidays.

## **Queries**

If you have any query about any of the above, please contact the person dealing with your case or matter.

Our address is:                   Queens Gardens  
  Hull  
  HU1 3DZ

Our telephone number is:      01482 324252