

Catherine Herries-Smith Solicitor
Chaenomeles
Bolter End Lane
Bolter End
High Wycombe
Bucks HP14 3NB
Telephone/Fax: 01494 – 880705
E-mail: catherine.herries-smith@virgin.net

TERMS AND CONDITIONS

My aim

I aim to offer my clients quality legal advice with a personal service at a fair cost. As a start I hope it is helpful to you to set out in this statement the basis upon which I will provide my professional services.

My commitment to you

I will:

- REPRESENT your interests and keep your business confidential.
- EXPLAIN to you the legal work which may be required and the prospects of a successful outcome.
- MAKE SURE that you understand the likely degree of financial risk which you will be taking on.
- ADVISE YOU if funding from a third party may be available to you.
- KEEP YOU regularly informed of progress or, if there is none, when you are next likely to hear from me.
- TRY to avoid using technical legal language when writing to you – tell me when I fail in this aim.
- DEAL with all your queries promptly, for example, I will always try to return your telephone calls on the same day.

My hours of business

The normal hours of my office for consultation purposes are Wednesdays and Fridays from 9:00 am and 5:00 pm. On other days I will return your call that day if you leave a message on my answerphone and may be able to see you in the afternoon.

People responsible for your work

As I am a sole practitioner I will be the person responsible for dealing with your work. My assistant, Richard Smith, may be able to deal with your queries in my absence and will be pleased to take any messages for you.

Charges and expenses

My charges will be calculated by reference to the time actually spent by me in respect of any work which I do on your behalf. This will include meetings with you and perhaps others, reading and working on papers, correspondence, including e-mails, preparation of any detailed costs calculations, and time spent travelling away from the office when this is necessary.

Routine letters are charged at 6 minute units of time and I charge for the time spent on making and taking telephone calls in 6 minute units and considering incoming letters at units of 3 minutes per page.

My current hourly rate is £185.00. I offer an initial consultation at a rate of £90.

My hourly rate has to be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rate is reviewed with effect from 1 January each year. If any review is carried out before this matter has been concluded, I will inform you of any variation in the rate before it takes effect.

In addition to the time spent, I may take into account a number of factors including any need to carry out work outside normal office hours, the complexity of the issues, the speed at which action has to be taken, any particular specialist expertise which the case may demand.

Solicitors have to pay out various other expenses on behalf of clients ranging from court fees to barristers' fees. I have no obligation to make such payments unless you have provided me with the funds for the purpose (made out in the name of the recipient). Such payments are generally referred to as disbursements.

Payment arrangements

I reserve the right to seek interim payments as my work on your case progresses. Payment is due to me within 28 days of my sending you a bill. Interest will be charged on a daily basis of 4% over Nat West bank base rate from time to time from the date of the bill in cases where the payment is not made within 28 days of delivery by me of the bill.

Other parties' charges and expenses

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 me. You have to pay my charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them.

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.

You will be responsible for paying my 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 my charges and expenses. Arrangements can be made to take out insurance to cover liability for such legal expenses. In the Employment Tribunal an order to pay the other side's costs will only be made if a case has been brought on unreasonable grounds.

Storage of papers and documents

After completing the work, I am entitled to keep all your papers and documents while there is money owing to me for my charges and expenses. In addition, I will keep your file of papers for you in storage for not less than one year. After that, storage is on the clear understanding that I have the right to destroy it after such period as I consider reasonable.

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

Termination

You may terminate your instructions to me in writing at any time but I will be entitled to keep all your papers and documents while there is money owing for my charges and expenses. If at any stage you do not wish me to continue doing work and/or incurring charges and expenses on your behalf, you must tell me this clearly in writing.

If I decide to stop acting for you, for example, if you do not pay an interim bill, I will tell you the reason and give you notice in writing.

Disclosure requirements

Solicitors are not allowed to disclose information about a client's affairs without the client's authority. By signing this Terms and Conditions of Business and returning it to me you authorise me to disclose it to other parties in the case. You may withdraw this authority at any time but if you do so you should appreciate that I will inform the other party and their agents or advisers that this authority has been withdrawn.

I will not be liable for any loss, damage or delay arising out of my necessity to comply with any statutory or regulatory requirement.

Communication between you and me

My aim is to offer all my clients an efficient and effective service at all times. However, should there be any aspect of my service with which you are unhappy, please raise your concern in the first place with me. If you still have queries or concerns, please contact Richard Smith, my client services manager, at my address.

I will aim to communicate with you by such method as you may request. I may need to virus check disks or e-mail. Unless you withdraw your consent, I will communicate with you and others when appropriate by e-mail or fax but I cannot be responsible for the security of correspondence and documents send by e-mail or fax.

The Data Protection Act requires me to advise you that your particulars are held on my database. I may, from time to time, use these details to send you information which I think may be of interest to you.

Terms and conditions of business

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 this firm.

Although your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions of Business, it may not be possible for me to start work on your behalf until one copy of them has been returned to me for me to keep on my file.

I confirm that I have read and understood, and accept, these Terms and Conditions of Business.

Signed.....

Date..... Ref.....