

CHAMBERLAIN MARTIN SOLICITORS

In Partnership With You

TERMS OF BUSINESS

In these Terms “we” means CMS and “you” means the Client

GENERAL (apply to all matters)

- 1.1. we as Solicitors are governed by the Solicitors Act 1974 (as amended) and by the rules of conduct laid down by Solicitors Regulation Authority by whom we are regulated (www.sra.org.uk); every bill sent to you will contain a notice of your rights under the Solicitors Act 1974 and the Solicitors Remuneration Order 1972.
- 1.2. we will, on receipt of your instructions, inform you in writing of the name of the principal fee earner who will deal with most of the work in the matter, the name of another person who will be familiar with the matter and who can be contacted if the principal fee earner is unavailable and, if not the principal fee earner, the name of the partner with overall responsibility for the matter.
- 1.3. we aim to offer you an efficient and effective service at reasonable cost but if there is any aspect of our service with which you are unhappy and which cannot be resolved with the principal fee earner or, if different, the partner with overall responsibility for the matter, you may raise your concern with partner Charlotte Vassall.
- 1.4. we will not act for you in a matter where a partner or employee has a personal interest nor will we act in any matter where there is a conflict of interest between you and another Client of our firm; in a mortgage transaction where we act for both you and the lender we will require your agreement for us to disclose to your lender anything we consider may affect the lender’s decision to proceed.
- 1.5. we will keep you informed as to progress with your matter.
- 1.6. we will at the outset of your matter give you an estimate of the fees you will have to pay us or details as to the manner in which such fees will be calculated; all fees will be subject to the addition of Value Added Tax at the rate prevailing from time to time; in addition we will so far as possible give you details of any expenses (known as disbursements) which you will have to pay; if for any reason a matter does not proceed we may charge a fair fee allowing for work carried out and also require reimbursement of all disbursements properly incurred.
- 1.7. we may charge a reasonable additional fee if requested to see you other than at the office which is dealing with your matter.
- 1.8. we will keep to any fee estimate or details of fee rates given to you if we are instructed in the matter within two months of the date of the estimate and provided any special factors material to the matter (eg: time deadlines) have previously been disclosed to us.
- 1.9. we may require in certain matters payments on account of fees and disbursements and if this is the case in your matter, we will inform you at the outset.
- 1.10. we may and will at your request in a lengthy complex or ongoing matter deliver interim bills at periodic intervals or when particular stages have been reached in the matter or you have incurred a certain level of fees.
- 1.11. we can stop acting for you if a bill we properly deliver to you is not paid within 28 days or if following a proper request from us for a payment on account such payment is not made within 28 days; this includes in the case of Court proceedings the right to withdraw from the Court record as your Solicitors.
- 1.12. we can until a bill properly delivered to you for payment is paid in full retain as security for payment all property, documents and papers we may hold on your behalf.
- 1.13. if whilst we are acting for you it seems to us that you may be entitled to any Welfare Benefit we will inform you and refer you to the appropriate source of advice.
- 1.14. we will treat with utmost confidentiality all information relating to you and your affairs of which we become aware as your Solicitors and, save as may be required by law (eg: Proceeds of Crime Act 2002 and similar rules and regulations (“the Disclosure Legislation”)), no such information will be disclosed without your prior express or implicit agreement. Please note that under the Disclosure Legislation we have a legal duty imposed by Parliament and confirmed by the Courts to disclose to the appropriate authorities without warning to you that we have or intend doing so any suspicion we have that you may (i) have, or (ii) have particular knowledge of the existence of, the proceeds of crime (including proceeds held or arising from tax evasion) however minimal.
- 1.15. to enable us to comply with the Disclosure Legislation we may require you to produce to us and to permit us to take and retain copies of such proof of identity and address documentation as we may reasonably require.
- 1.16. to assist us to do the best for you we rely on you fully and frankly to disclose to us all information relating to you and your affairs which may be relevant to the matter we are dealing with for you.
- 1.17. we propose at any time after three years from the conclusion of your matter to microfilm your file and destroy the original in the interests of minimising storage problems and expense.

RESIDENTIAL CONVEYANCING

2. Fee estimates issued by us will:

- 2.1. allow for work involved in repaying/completing with your sale/purchase one mortgage with a building society or clearing bank when we are also instructed by the lender but a fair additional fee may be made for repaying/completing any other mortgage
- 2.2. not allow for work involved in seeking to correct existing title defects or other existing problems affecting the property, but we will inform you as soon as practicable should such a defect or problem become apparent as to the likely expense to you of correcting it.
- 2.3. not allow for reasonable additional fees in seeking to meet urgent deadlines not notified to us prior to the issue of any estimate given by us.

COMMERCIAL CONVEYANCING AND LEASES

3. If we are properly asked to give our undertaking to pay on your behalf another party's costs or expenses we will ask you to place us in funds to cover the amount of such an undertaking before it is given

WILLS AND POWERS OF ATTORNEY

- 4.1.9 in the case of a Will a fee estimate will not allow for detailed taxation advice for which a separate estimate will be given when such advice is requested or seems necessary.
- 4.2. in the case of Powers of Attorney a fee estimate will not allow for work involved in registration of the Power or dealing with or advising on the affairs of the donor and if such work is required a separate estimate will be given

ADMINISTRATION OF ESTATES

5. If a fixed fee estimate is given this will:

- 5.1. unless notified by us at the time to the contrary allow for work involved in dealing with the deceased's tax affairs for the tax year in which the death occurred but we reserve the right to charge a fair additional fee for dealing with any other Revenue requirements.
- 5.2. not allow for work of a non legal or administrative nature which you may request us to carry out for you and for which we may charge a fair additional fee

CRIMINAL AND CIVIL LITIGATION, FAMILY LAW AND CHILDREN ACT CASES (COURT WORK)

- 6.1. we will at the outset give you advice on the costs implications which will arise if you win or lose your case.
- 6.2. we, or if you are publicly funded, the Legal Services Commission, reserve the right to recoup out of any property recovered or preserved for you in your case any part of our fees and disbursements not already paid for by you or recovered from another party on your behalf; in Legal Aid matters this right is known as the Legal Aid Statutory Charge.
- 6.3. if you are successful in your case and an order is made that another party should pay your costs, then such order will be for your benefit and generally it will cover only part of your actual costs; you will remain liable to us for payment of all our proper fees and disbursements whether or not you are successful in recovering any part of them from the other party
- 6.4. if all or part of our fees and disbursements are paid to us on your behalf by another party under a Court Order and you have not previously paid those fees and disbursements to us we shall be entitled to retain that payment and any interest paid by that party on that payment.

LEGAL AID

- 7.1. if at any time we consider you may be entitled to Legal Aid or Legal Advice and Assistance we will inform you and tell you how to apply.
- 7.2. if you are given an offer of Legal Aid we will inform you of the implications of you accepting or rejecting the offer.
- 7.3. if you have been granted or refused Legal Aid in a matter in which we are acting for you and your circumstances change in any material respect we will rely on you to let us know so that your entitlement can be reviewed

CMS 1997 (revised 02.2009)