

crawford solicitors terms & conditions of business

These Terms set out the basis on which Crawford Solicitors will act as your Solicitors. By signing this agreement or by instructing Crawford Solicitors you agree to these terms.

1. Compliance Matters:

You should be aware that in the UK there are strict requirements imposed on solicitors relating to money laundering which require us to obtain satisfactory evidence of the identity of our client and the provenance of any funds. If anything you tell us or any conduct of yours leads us to suspect that you may be involved in any activity which may be criminal we are obliged to report our suspicions to the relevant authorities and not to disclose to you that we have any such suspicions or that such report has been made.. Where, in compliance with our obligations, we believe it is necessary for us to make any kind of notification to any outside authority, this may prevent us from commencing or continuing to work on your matter pending clearance from the authorities and we cannot be held responsible for any delays caused by any such notification. Before we can undertake any work for you we shall require evidence satisfactory to this firm of your identity. For non UK individuals and corporations we will advise separately on compliance requirements.

2. Our pledge to you

We aim:

- To provide practical and commonsense advice.
- To deal with correspondence and return your telephone calls promptly.
- To keep you informed of progress in your matter.
- To explain in a straightforward manner the issues involved in your case and your options.
- To deal with your case as cost effectively as possible. Accordingly, if you have e-mail, for reasons of speed and efficiency, you agree that we may communicate with you in this manner. E-mail communications can become corrupted. We do not accept any liability for changes made to such communications after they have been sent. The Firm does not accept any liability whatsoever for any problems arising through the use of email communications. All risks in relation to the sending of data by electronic means are borne by our client. If you do not accept this risk you must inform the Firm in writing.

3. Charges

- (1) Save where a fixed fee has been agreed we charge our services on an hourly basis plus VAT. The applicable rates to you are specified in your Terms of Engagement letter. When we quote hourly rates we charge units up to 6 minutes (i.e. 10 units per hour) and a minimum 2 units is charged per item. Our time spent includes the time we spend dealing with the case, meeting with you and others, travelling, considering, preparing and working on documents, file and document management correspondence and making and receiving telephone calls, including calls to and from you.
- (2) A minimum charge of £250.00 plus VAT is charged for all cases. This covers preliminary discussions/meeting, file set up and compliance issues including money laundering.
- (3) Complex work requiring specialist knowledge, or involving matters of value and importance to you and/or urgent work requiring evening and weekend working may attract an increased hourly rate and you will be advised of the position in advance when relevant.

4. Monies on Account of Costs and Disbursements

- (1) In common with other firms it is our practice to ask you to make an initial payment in advance at the commencement of any matter where we are instructed. We may request further payments on account of costs (charges) and disbursements to be incurred as the matter progresses. In all matters we reserve the right when we deliver a bill to you to deduct our costs from monies or funds held by us on your behalf and give you credit for any on account monies paid. You will be required to pay to us any outstanding balance on your bill. The firm may refrain from starting work or alternatively may suspend the provision of services until the payment or further payment requested has been received.
- (2) Disbursements will typically include Court fees, Expert report fees and Counsel Fees. With a view to saving both time and costs, unless you advise us to the contrary we will assume that we have your general authority to incur disbursements of £100.00 or less. Prior authorisation to incur disbursements on your behalf in excess of £100 will be obtained from you.
- (3) Where substantial disbursements for example Counsel's Fees are to be incurred on your behalf, you will be advised of the amounts involved and will be required to place us in funds sufficient to cover such disbursements. Please bear in mind that we

will not incur such disbursements until such time as we have been placed in funds. This may cause delay or prejudice to your proceedings and may also result in adverse costs orders being made against you in respect of which all liability on the part of the Firm is excluded.

5. Ancillary Charges/Disbursements

We reserve the right to charge for:

- Photocopy and printing costs which are charged at £0.25p per sheet
- CHAPS payments which are charged at £35.00
- £25 archiving fee upon completion of matter.
- International faxes and telephone with a 5% mark-up.
- Travel costs and other disbursements incurred on your behalf are charged at cost.
- Postages and courier charges.

6. Invoices

Invoices will be rendered monthly irrespective of the amount of work done during the month. Unless otherwise specifically stated, each Invoice submitted by us will be a Final Bill for the work done during the periods stipulated.

7. Payment Terms

Strictly 28 days from date of invoice. Payments in cash are not accepted by the Firm. Payments to the Firm must be by cheque or bank transfer.

8. VAT

Where applicable, VAT is charged at the prevailing rate, currently 20%.

9 Late Payment/Non Payment

All time spent in connection with obtaining any payment from you which is late or unpaid will be charged at the basic charge out rate. You will be liable for the time costs of pursuing payment and the costs of any legal proceedings to recover our costs and disbursements both before and after any judgment is obtained against you.

10 Termination

- (1) We reserve the right to decline to act for you, either generally or in relation to a specific matter, and at any time after having accepted instructions to cease acting for you for a good reason (as explained in the Law Society's guide to the Professional Conduct of Solicitors). In particular in the event of late or non payment we reserve the right to cease work on your matters.
- (2) In such event, your matters may be prejudiced by any delays caused as a result of non payment of fees, including but not limited to claims being struck out of court and adverse costs orders being made against you. We exclude liability in respect of any such prejudice arising from late or non payment of fees.
- (3) You may terminate your instructions to us in writing at any time but we are entitled to keep all your papers and documents whilst there is money owing to us for costs and disbursements. If either you or we terminate your retainer, you will be responsible to pay any charges and any disbursements incurred to date in acting on your behalf.

11 Interest on overdue bills

Interest is charged at 8% above the Bank of England base rate (or such other rate as may be prescribed from time to time under the Late Payment of Commercial Debts (Interest) Act 1998) on all costs and disbursements or the balance remaining thereof, after the expiry of 28 days from the date of the Invoice.

12 Data Protection

We use computer systems and paper filing systems. Accordingly when working on your behalf we will process and record personal data (including sensitive personal data). We are registered Data Controller's under the Data Protection Act 1998. We do not sell your data. By accepting these terms and conditions you positively agree that we can store, hold and process your data and that we may enter your data in our database and the details will be used for marketing purposes. You have the right to object to direct mailing and you may withhold (or at any future time withdraw) any consent given by you for this purpose by notifying us in writing at our offices.

13. Recovery of Costs from Opponents

If your matter is contentious and you are not legally aided:-

- 13.1 you will be responsible for payment of the Firm's costs in full regardless of any order for costs made against your opponent;
- 13.2 you will probably have to pay your opponents costs as well as your own if you lose;
- 13.3 despite winning, your opponent may not be ordered to pay the full amount of your costs and may not be capable of paying what he has been ordered to pay;
- 13.4 if your opponent is legally aided you are unlikely to recover your costs despite being successful;
- 13.5 an order for costs made at an interlocutory hearing may be payable by you forthwith.

14. Confidentiality

- 14.1 Solicitors are under a professional obligation to keep the affairs of clients confidential. This obligation is however subject to one statutory exception; recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the Serious and Organised Crime Agency. 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 money laundering disclosure. If this happens, we may not be able to inform you that a disclosure 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.
- 14.2 Our firm may be subject to audit or quality checks by external firms or organisation. We may also outsource work. This might be for example typing or photocopying or costings, or 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. The client is deemed to have given informal consent to the inspection.
- 14.3 In order to comply with court and tribunal rules, all documentation relevant to any issues in litigation, however potentially damaging to your case, have to be preserved and may be required to be made available to the other side. This aspect of proceedings is known as 'disclosure'. Subject to this, we will not reveal confidential information about your case except as provided by these terms of business and where, for example, your opponent is ordered to pay your costs, we have to meet obligations to reveal details of the case to them and to the court.
- 14.4 Except as we state in paragraph 14.3 all information and documents entrusted to us by our clients will be treated as confidential and except as may be necessary for the proper conduct of the client's business or unless required by law will not be divulged by the firm to any other person without our client's prior consent whether express or implied.
- 14.5 We use e-mail as much as possible. However you must recognise that emails are not encrypted and therefore you accept the risk that they are not entirely secure and therefore if you do not want us to use them please let us know.

15. Liability and Insurance

- (1) We carry £4 million cover in respect of Professional Indemnity Insurance. This is the extent of our insurance cover excluding VAT and disbursements. A "claim" means a claim against the Firm for negligence or breach of contract or duty or otherwise arising out of the provision by the Firm of services to clients and reference to the "Firm" includes any principal, partner, employee or consultant of the Firm. Where your case has a value in excess of this insured limit; either:
 - you accept that there is a shortfall in our Professional Indemnity cover; or alternatively
 - we may at your request, cost and expense pay additional premiums to increase the cover for your specific case.
- (2) The Firm shall be under no liability in respect of any claim against it beyond the monetary value of the transaction or dispute that gives rise to it or (if less) the level of Professional Indemnity insurance cover from time to time in force in respect of the claim. Any claim against the Firm shall be brought within one year of the date the alleged negligence or breach of contract or duty arose or came to the attention of the client.
- (3) The Firm shall be under no liability in respect of any claim not promptly notified to us in writing within this time and in respect of which the claim has not been agreed or proceedings issued within six months of the date of such notification. The Firm shall only be liable for direct losses resulting from an established claim and not for indirect or consequential losses. The Firm accepts no liability to a person who is not our client
- (4) The limitations on liability in this paragraph shall not affect the liability of the Firm in respect of fraud or reckless disregard of its professional obligations or prevent the Firm being liable in negligence, or relieve any person from responsibility he would otherwise be subject to as a solicitor, under a contentious business agreement (as defined in s.59 of the Solicitors

Act 1974) or reduce the Firm's liability in respect of any properly established claim brought by a client below the sum of £2,000,000

16. Documents

Subject to the discharge of any lien in respect of unpaid costs or disbursements all original documents, will be returned to you on completion of the matter to which they relate. We are required by the Law Society to retain files for a considerable time after a matter has been completed and a small archive charge will be incurred by you to cover the cost of this. In the absence of written instructions to the contrary, you shall be deemed to have consented to the Firm destroying papers held by the Firm on your behalf (other than documents held for safekeeping) six years after the date of the final bill we send you for this matter. No prior notification of destruction of papers will be given.

17. Complaints

17.1 If you have any complaints concerning the conduct of work being undertaken on your behalf, please raise them first in writing with the fee earner who had conduct of your case, if you feel able to do so. Otherwise please direct the same to Caroline Crawford who will investigate the matter on your behalf. If your complaint relates to the conduct of a matter by Caroline Crawford, you will be provided with confirmation of who will handle your complaint in her place.

17.2 If you have any complaints concerning the firm's bills, please direct your complaint in writing within 28 days of the date of the bill to Caroline Crawford specifying:

- what your complaint is about
- what you would like us to do about it

We will then consider your complaint and revert to you. If you remain unsatisfied, you may also have a right to object to the bill by making a complaint to the Legal Complaints Service or the Office of Legal Complaints, and/or applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974.

18. Companies, Corporations, Partnerships, Other Organisations

If the instructions for the Firm to act are given on behalf of a company/corporation we require the company/corporation to provide a board resolution authorising us to be retained as the Company's/Corporation's Solicitors and in the case of a private limited company to be signed by at least one Director and in the case of a public company to be signed by a Director and Company Secretary. If we receive instructions from someone other than an officer of a company/corporation purporting to act on its behalf we will require the Company's/corporations express authority for that person to give instructions on its behalf and bind it. In the case of instructions received on behalf of a partnership (or other organisation) the signature of any one of the partners (person appearing to have actual or ostensible authority) will be binding on the whole partnership (organisation).

19. Variation

We may need to vary or add to the provisions of this agreement from time to time in which event you will be notified in writing and, the alteration or addition will take effect from the date of the letter notifying you of the same.

20. Contract (Rights of Third Parties) Act 1999

Parties who are not party to these terms and conditions have no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of these terms and conditions. This does not affect any right or remedy of a third party which exists or is available part from that Act

21. Jurisdiction

These terms and conditions are governed by and construed in accordance with English law. The Courts of England will have exclusive jurisdiction in relation to any claims disputes or differences concerning these terms and conditions.

I/we hereby agree that any legal work undertaken by Crawford Solicitors at my/our direction shall be paid for and dealt with in accordance with the terms of this Agreement.

SIGNED: _____ **CLIENT/AUTHORISED SIGNATORY**

NAME: _____ **DATE:** _____

COMPANY NAME: _____ **POSITION:** _____