

# Northrop McNaughtan Deller Solicitors Terms of Business

(Comprising this Schedule and the attached Terms of Business)

## Schedule

Name and address of Client:

Client & Matter Reference:

Nature of the Matter:

Solicitor Conducting your Matter: Martin Deller

HOURLY RATE:

£300+VAT

ESTIMATED FEE ON THIS MATTER:

These terms of business confirm matters about the retainer by you of this firm as required by the Solicitors Regulation Authority.

Signed for Northrop McNaughtan Deller : \_\_\_\_\_

Dated:

The Client agrees by signing this Schedule that the services provided by Northrop McNaughtan Deller will be subject to the terms set out in the attached Terms of Business and in the above Schedule, and instructs Northrop McNaughtan Deller to proceed with the matter.

Signed by:

\_\_\_\_\_

Dated : \_\_\_\_\_

## **General terms and conditions**

Acceptance of these terms

- Your continuing instructions will amount to acceptance of these terms and conditions of business.
- Please sign and return a copy of your terms and conditions to demonstrate that they have understood the contents.
- We require a signed copy to be returned to us to comply with Court rules.

The name and address of the client (“you” or the “Client”) who has instructed Northrop McNaughtan Deller (“we”, “us” or the “Firm”) and the nature of the transaction or case involved (the “Case”) are set out in the attached Schedule (the “Schedule”).

- Persons Responsible for Work

The name and status of the person(s) responsible for the day to day conduct of the Case is(are) set out in the Schedule. If it becomes necessary to transfer the conduct of the Case to another person within the Firm or for other specialists or support staff within the Firm to become involved, you will be consulted and advised in writing of that person’s name, status and hourly charging rate (and that person will then be included as one of the “Lawyers”).

## **Service commitment**

### **1 Service standards**

The service standards that we will endeavour to adhere to during the retainer are as follows:

- That we will keep you regularly informed of progress.
- That we will communicate in plain language.
- That we will explain the legal work that may be required.
- That we will advise you regularly of the costs/risk benefit of pursuing a matter.
- That we will advise you of the likely timescale involved.

In order to prove the best possible service, you as the Client must also keep us informed of all developments relating to your or your case.

### **2 Hours of business**

The Firm's normal opening hours are 10.00am to 5.30pm.

### **3 Basis of Charging Fees**

- Except where otherwise agreed, or where you are notified that a different basis of charging applies, the Firm’s fees will be calculated by reference to the time in which the Lawyers are engaged on the Case and their hourly rate(s) as set out in the Schedule. These rates are reviewed from time to time and we will notify you in writing if any change is made. We may also review the hourly rate to be charged if the Case proves to be more complex and difficult than presently envisaged. We will notify you in these circumstances and seek your agreement to the variation before we proceed further.
- Time spent on your Case will include (but not be limited to) meetings with you, considering preparing and working on papers, correspondence (including e-mails), making and receiving telephone calls, and travelling and waiting where appropriate.
- The Firm’s time recording system divides each hour into units of six minutes. We charge you one unit for each letter or e-mail written or telephone call made or received at one tenth of the appropriate hourly rate, unless the time involved is longer than six minutes in which case we charge for the number of units used.
- The hourly rate has regard amongst other things to the complexity of the matter, the degree of urgency, the specialist knowledge and responsibility involved, the number and importance of documents prepared or perused and the importance of the matter to the Client.
- Account may also be taken of the value of the transaction in appropriate Cases where large values are

involved by charging an additional percentage of that value. If a percentage of the value element is to be charged in this Case it will be specified in the Schedule. The value element reflects the importance of the transaction and the responsibility placed on the Firm.

- All Lawyers' time on the Case is recorded on a computer and an itemised breakdown of time spent on the Case can be made available to you upon request.
- If the matter is abortive or a claim is not successful the same method of charging will apply as set out above except that there will be no charge for the value element where this was to be charged.
- If the Firm incurs any expense on the Client's behalf during the Case (e.g. search fees, registration fees, stamp duty, court fees, counsel's fees), these expenses, known as specific disbursements, will be additional to the Firm's costs and, if requested, you will be required to put the Firm in funds before we incur them.
- If the Firm photocopies documents we reserve the right to charge 8 pence for each page copied.
- The Firm will also recharge the amount charged by our bank for transferring money from the Firm's bank to another bank on your behalf.
- Value-Added Tax - Value-Added Tax at the applicable rate will be added to the Firm's fees and to any disbursements as required by law.
- Payment on Account - It is the Firm's practice to ask you to make a payment on account of anticipated costs and specific disbursements, and if this is required the amount will be notified to you. This sum will be held in the Firm's client account and will be available to meet fees and disbursements incurred by the Firm on your behalf. Except for specific disbursements, the money will not be used until an account has been sent to you, at which time the Firm may ask you for a further payment on account. Any balance leftover will be returned to you.
- Payment
- The Firm's invoices must be paid within twenty-one days of the date on which they are rendered.
- The Firm reserves the right to charge interest on the unpaid amount (inclusive of VAT) of any invoice from one month after delivery of the invoice, at an annual rate of 8%, accruing on a daily basis until payment in full is made, whether before or after judgment, together with any reasonable debt recovery costs. Alternatively, where applicable, the Firm reserves the right to claim interest at the rates permitted by the Late Payment of Commercial Debts (Interest) Act 1998.
- Further, in the event of a payment not being made when due, the Firm reserves the right to decline to act any further, either in this or any other case in which we are acting for you, and in those circumstances the full amount of work done up to that date will be charged to you.
- The Firm will arrange for fees to be paid from funds held or recovered at the conclusion of the matter. Monies due to the client will be paid by cheque or by bank transfer, but not in cash, and will not be made payable to a third party.
- Should the client query the Firm's fees, complaints can be made to the Solicitors Regulation Authority and in contentious matters to the Court for detailed assessment.
- Security for Costs - We reserve the right in certain circumstances to request that we have security for payment of our costs, for example, in the form of an indemnity or guarantee from a third party. In these circumstances, we will notify you and advise that the third party concerned should take independent legal advice

#### **4. Interest**

It is not this firm's policy to pay interest on any sums held in our client account unless it involves substantial sums of money or money being held for a lengthy period of time. In any event no interest will be payable if the amount calculated on the balance held is £20.00 or less. If your transaction will involve the retention of substantial sums in our client account or retention on a long term basis we will discuss with you the basis upon which interest may be paid.

#### **5. Complaints**

- As a firm we are committed to high quality legal advice and client care. In the event that you are not satisfied with any aspect of the service provided by the firm, you should first contact the partner

responsible for your file. If that person is unable to satisfactorily deal with your complaint, you should refer the matter to Tim Northrop who is responsible for the firm's complaints procedure. We have a procedure in place which details how we handle complaints which is available on request.

- Should we not be able to resolve your complaint to your entire satisfaction you may complain to the Legal Ombudsman. You can telephone the Legal Ombudsman on 0300 555 0333, email them at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) or write to them at PO Box 6806, Wolverhampton WV1 9WJ.
- Generally speaking, your complaint should be brought to the Ombudsman no later than 12 months from when the problem occurred or from when you should reasonably have become aware of the problem. If we have already investigated your complaint, you should refer the matter to the Legal Ombudsmen within 6 months of receiving a final response from us.
- We are regulated by the Solicitors Regulation Authority. As part of our obligations we are required to maintain professional indemnity insurance to a level of two million pounds – should you require details of our insurer in case of any potential claim, please let us know.

You are of course entitled to end this firm's retainer at any time. If there are costs outstanding we are not required to pass the file of papers back to you or to new solicitors until those costs have been paid.

More information on the Solicitors' Code of Conduct viewable at <http://www.sra.org.uk>

## 6. Money laundering

Proof of identity: In order to comply with the law on money laundering, we need to obtain evidence of your identity and address as soon as practicable. We should be grateful, therefore, if you would provide us with documents to verify these by way of **(i) in respect of individuals:** photo identification (usually either the original copy of your passport or driving license) and recent utility bill or bank statement (*which must be less than 3 months old and refer to your current contact address*) **or (ii) in respect of company clients:** Proof of incorporation, address registered office, nature of the business and the names of 2 Directors.

## 7. Confidentiality

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: recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Criminal Intelligence Service. 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'.

## 8. Distance selling regulations

- If there is no routine face-to-face contact with the client:-
- You have the right to cancel your instructions for our services without charge within seven working days of the date you receive these Terms. However, you do not have a right to cancel once we start work with your consent within that time. Signature of the Terms constitutes consent for these purposes. To cancel your instructions you must inform us in writing.
- Once the seven working days have passed or we have started work with your consent within that time, you or we may at any time terminate our services. For example, you may decide you cannot give us clear or proper instructions on how to proceed, or you may lose confidence in our work. Such termination will be effective from the date of receipt of your notice in writing to us/our notice in writing to you (as applicable) of the intention to terminate. If you or we decide that we will stop acting for you, you will pay our accrued charges on an hourly basis and expenses or in accordance with these Terms or as stated in any separate correspondence.
- We are entitled to keep all your papers and documents while money is owing to us.
- We will decide to stop acting for you only with good reason and on giving you reasonable notice.

## 9. Financial services

Please note that this firm is not authorised under the Financial Services and Markets Act 2000 and will not give any advice upon such matters. Any investment or financial advice should be sought from your own accountant or financial advisor.

## 10. Tax advice & advice on agreements not subject to the law of England and Wales

Tax. In many transactions, particularly in commercial cases, it is likely that there will be tax and/or VAT implications. We do not hold ourselves out as giving tax or VAT advice and you should take the advice of your own accountants or other appropriate advisers on these matters in relation to the Case.

Advice on agreements outside the law of England and Wales. We are not qualified to advise on matters of law outside of the law of England and Wales. Where you ask us to provide advice on an agreement which is governed by a legal jurisdiction outside England and Wales our advice to you is strictly limited to advising on the commercial terms of those agreements and not the law that underpins the agreements.

## 11. Termination of instructions

- The retainer may be terminated by you at any time by providing notice to us. The Firm reserves the right to terminate the retainer upon your being subject to insolvency proceedings or upon death of the Client. Those taking over conduct of the Client's affairs may be able to enter into a further retainer for the matter;
- The Firm reserves the right to terminate the retainer upon non-payment of bills or payments on account within 28 days of request.
- Further the Firm will terminate the retainer if obliged to do so for any reason in compliance with the Guide to Professional Conduct of Solicitors produced by the Solicitors Regulation Authority or the general law.
- If the Firm terminates the retainer it will notify the client and give reasons where it can.
- On termination the Firm holds a lien on any papers of yours until you have paid for the Firm's outstanding fees.
- On termination the Firm takes no responsibility from that time for any time limits, advice or other steps relating to your matter.

## 12. Storage of Papers and Deeds

- After completing the Case, we are entitled to keep all your papers and documents while money is owing to us. If all fees are paid then we will return the file to you if you require, but reserve the right to take a copy.
- **We will keep our file of papers (except for any papers which you ask to be returned to you) for no more than 8 years and on the understanding that we have your authority to destroy the file at the end of that period.**
- We reserve the right to charge you for storage and for retrieving stored papers or deeds.
- Copies of documents on your file may only be held in electronic format and the Firm will charge the client for production in paper format if required other than for the conduct of the case/matter or after termination.

## 13. Assessment and recovery of costs in Court proceedings

- In any Court proceedings you are personally responsible for payment of our costs in full regardless of any order for costs made against the other side you must also be aware that it is probable that if you lose the Case you will have to pay the other side's costs as well as your own. Even if you win the Case the other side may not be ordered to pay the full amount of your own costs and may not be capable of paying what they have been ordered to pay.
- By signing these terms of business you hereby authorise all payments due to you from the opponent or otherwise to be paid to this Firm. Further you authorise that costs due to the firm be paid out of any such monies held or other monies paid by you on account of costs.

- If the other side is insolvent or otherwise unable to pay, you may not recover your costs even if successful in the Case.
- At the conclusion of the Case, if you are successful, we will try to agree and recover our costs in full from the other side. If it is not possible to agree the costs, we will be required by the Court to have a bill of costs drawn up by a costs draftsman. The Court will assess the bill (a process called “detailed assessment”) to determine how much the other side should pay towards your costs, unless the other side has agreed to pay your costs in full. These will not be all the costs you have spent with the Firm and are calculated using the Court scales and are in the discretion of the Court taking factors including your conduct in the case into account and in accordance with the Civil procedure Rules of the Court.
- We will recommend use of a Costs Draftsman to prepare the bill of costs for detailed assessment. The Costs draftsman will charge a fee, usually calculated at an hourly rate. The Costs Draftsman’s fees will form part of the costs of detailed assessment recoverable from the other side, subject to the outcome of the detailed assessment.
- Bear in mind that you are ultimately responsible for payment of these costs. Once the costs have been assessed, we will take whatever steps are possible and necessary to recover them. The assessment and recovery of costs are steps in the litigation that may take a very considerable time to complete and will in themselves incur further costs, the burden of which will ultimately fall on you.
- Where you are successful in the Case and the other side is ordered to pay your costs and disbursements, the other side may also be liable to pay interest on your costs and disbursements from the date of the judgment in your favour. In these circumstances, the interest on costs shall belong to the Firm, and the Firm will hold the interest on disbursements for the person to whom the disbursements are ultimately paid.

#### **14. Data Protection**

It is the Firm’s policy to respect the privacy of its clients. The Firm will not disclose the details and information provided by you to any third party without your consent unless it is specifically required to do so by law, or in response to a valid, legal request by a law enforcement or governmental authority. The Firm may also disclose the information we hold to your legal expenses insurer (if any) or any company in the same group as them for the purpose of enabling them to collect information in relation to your claim. Sometimes it is also necessary for us to produce files to our professional indemnity insurers.

By accepting these Terms, you acknowledge and consent that the Firm may store and process your personal details and information (for example your name, address, telephone number and details of the service you use) in accordance with any relevant data protection legislation and that we may use this information for the purposes outlined in these Terms. We maintain databases of our clients both manually and electronically. The maintenance of the databases is also essential for the proper operation of our case management and accounting systems. We always ensure, however, that we handle data about our clients in accordance with the provisions of the Data Protection Act 1998. If at any time you do not wish us to retain your details on our system then please inform us in writing.

#### **15. Jurisdiction**

These Terms shall be subject to and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts.

#### **16. Force Majeure**

We reserve the right to delay work on your Case or to cancel provision of our services to you (without liability to you) if we are prevented from or delayed in the carrying on of our business due to circumstances outside the reasonable control of the Firm including, without limitation, strike, lock-out or other industrial action (whether or not relating to either party’s workforce), terrorist activity, civil commotion, government action, acts of God, fire, storm, war or national emergency or other circumstances beyond the Firm’s reasonable control.

## **17. Third Party Rights**

A person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these Terms.

## **18. Severance**

If any provision of these Terms (or part of a provision) is found by a court or administrative body or competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.

## **19. Waiver**

Failure or delay by the Firm in enforcing or partially enforcing any provision of these Terms shall not be construed as a waiver of any of its rights under these Terms. No waiver of any of these Terms by the Firm shall be deemed to be a further or continuing waiver of any subsequent breach of that term or any other term.

## **20. Equality and diversity**

This firm is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. As solicitors we must avoid discrimination in all of our professional dealings with clients, staff, partners and third parties and, in doing so, we will ensure that:

- Notwithstanding freedom to accept or reject instructions from any particular client, ensure the decision is not based on the client's sex, race, religion, sexual orientation or disability.
- Terms and conditions are not in any way directly or indirectly discriminatory against the client and potential client on the basis of sex, race, religion, sexual orientation or disability.
- Language or terminology is not offensive to a client.
- Terms and conditions make it clear that when instructing third parties, such as barristers, the sex, race, religion, sexual orientation or disability of the third party will not be taken into account and, if the client insists that the solicitors do so, they will cease acting for the client forthwith.
- Reasonable steps will be taken to ascertain how to best communicate with the client rather than making assumptions based on matters such as the client's ethnic origin or disability.
- If required we will arrange for terms and conditions to be made available in alternative formats - for example on audio tape, in large text, in Braille - for a client unable to read or read easily a standard terms and conditions letter.
- We must ascertain when taking instructions, whether the client has any needs in relation to their ability to receive instructions, advice and services from a solicitor, and make such reasonable adjustments at the appropriate time to facilitate this and advise the client of the availability of those adjustments. We will make it clear to the client for whom a reasonable adjustment has been, or needs to be made, that the costs of that reasonable adjustment will be borne by the practice and not passed on to the client as a disbursement

## **21. Signature and Counterparts**

These Terms and Conditions may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Executed counterparts of these Terms and Conditions transmitted electronically either as Tagged Image Format Files (TIFF), in Portable Document Format (PDF), or signature pages executed and transmitted electronically via DocuSign, shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment, provided that this treatment shall be without prejudice to the obligation of the parties to exchange original counterparts as quickly as practicable after execution of these Terms and Conditions if requested by NMD.