



# H.F.T. GOUGH & Co.

## SOLICITORS

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### CLIENT CARE TERMS AND CONDITIONS

**H.F.T. GOUGH & CO** strives to offer a friendly and efficient service and to meet the Solicitors' Regulation Authority's Professional Standards and recommended practice. We want the best relationship between us in helping you with your matter. This form tells you: when the Office is open; the service we offer you; how you can help us offer the best service; information about our fees; and what to do if you are unhappy about the way your matter is being dealt with.

#### 1. Office Opening Hours:

Our Offices are open from 9.00 a.m. to 5.00 p.m. each weekday.

#### 2. Our promise to you:

- (a) We shall reply to correspondence promptly as circumstances permit;
- (b) At the outset we shall confirm at our meeting, or in writing to you:-
  - your instructions to us
  - any advice we have given
  - the approximate time the matter will take
  - what action we shall be taking
  - when you are next likely to hear from us
  - what action we need you to take
  - the best information we can give as to the likely cost and how it will be met.
- (c) During your matter we shall:-
  - keep you informed of progress,
  - review your matter regularly
  - advise you of any changes in the law
  - advise you of any delays and explain the reasons
  - explain the effect of any important documents
  - inform you if our fees forecast needs revising
  - if you so wish, send you copies of important letters (but, remember, it will cost you more if you ask for copies of all letters).
- (d) At the end of your matter we shall:-
  - write confirming the conclusion reached
  - explain any continuing consequences
  - render our invoice
  - account to you as promptly as possible for all money due to you and
  - return your papers and property to you, if requested, and subject to any right we have to retain them if our account has not been discharged.



### 3. How you can help us:

- (a) give us clear instructions;
- (b) quote our reference on all correspondence;
- (c) tell us if you have any important time limits;
- (d) make sure we have understood each other correctly (ask us if you are not sure about anything)
- (e) deal with any important questions that arise promptly;
- (f) keep in regular touch – don't feel afraid to ask for a progress report if you are worried about anything or do not hear from us when you expect;
- (g) help us plan our working day – unless it is urgent write to us rather than telephone, and make an appointment if you want to see someone. We shall return telephone calls and arrange appointments at the earliest opportunity – this will obviously not always be possible on the same day, but remember the more time we spend talking to you, or write letters, the more it will cost.

### 4. Identity and Money Laundering

The law requires solicitors to get satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money.

To comply with the law, we need to get evidence of your identity as soon as possible. Our practice is to request two forms of ID from you when you make the first appointment. If you cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity. Original documents of identification **must not** be sent through the postal system.

We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the National Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

### 5. Fraud Prevention and Financial arrangements

In certain circumstances we may ask you to transfer money by BACS or by another form of electronic bank transfer. This money will always be paid into your client account the details of which will be provided at the appropriate time.

WE WILL NEVER ASK YOU TO SEND MONEY TO ANY OTHER BANK ACCOUNT. If you receive a request to send money to any other bank account there is a strong likelihood that it is fraudulent. If you require us to send money to you by BACS or other form of electronic bank transfer, we must, and will, verify your bank account details before proceeding. Verification of your details will need to be as follows:

- a) by you providing written details of your bank account on our Client Information Form.
- b) by you providing an original bank statement, cheque or paying in book in relation to that account.

We will only send money to a bank account which has been verified. To prevent fraud we will never accept bank account details by telephone or email.

Our policy is to only accept cash up to a limit of £500.

If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds.

Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

### 6. Our Fees

(a) **Private Funding** Like all Solicitors, our fees are primarily calculated by the amount of time spent on your affairs. This may include document preparation, interviews with you and others, and dealing with correspondence and telephone calls. Our hourly rate is reviewed periodically and is calculated by reference to the nature of the matter and other relevant factors including the complexity and urgency of a matter. Our fees are subject to VAT. Unless otherwise specified our fees are not fixed and can be subject to variation. In property transactions, in the administration of estates and in matters involving substantial value, our fees may be calculated both by reference to the time spent and also by reference to a value element. On receipt of your instructions we shall try and give an estimate of the likely fees involved. You will appreciate that matters sometimes develop in ways not necessarily anticipated initially so that estimates may be overtaken by events and have to be reviewed. We shall advise you in writing should



this situation arise in your own particular case. Our fees are payable whether or not a case is successfully concluded or a transaction is completed.

**Hourly Rates:**

A. Solicitors, over 8 years qualified experience	£220
B. Solicitors or Legal Executives (CILEX) over 4 years qualified experience	£195
C. Other Solicitors or Legal Executives	£165
D. Trainee Solicitors, paralegals or equivalent	£135

Letters written, telephone calls and emails are charged at 1/10th of this rate. Letters and emails received are charged at 1/20th of this rate. In addition we may from time to time have to make payments on your behalf called disbursements. These may include fees for bank transfers, local authority searches, courts fees, doctors', experts', and barristers' fees. We shall require you to pay these fees to us in advance of them being incurred, whether or not we are to recover them on your behalf in due course from any other party. It is our policy not to pay disbursements unless funds have been provided by you for that purpose

**(b) Legal Aid and other means of payment** In appropriate cases you may be eligible for help with legal costs from other sources such as the Legal Aid Agency, your employers, Trades Unions, or an Insurance Product.

**(c) No Win No Fee** This firm also offers contingency and conditional fee agreements sometimes called "No Win No Fee". Such agreements are not suitable to all cases. Some expenses and/or insurance premiums may be payable. Some insurance products only provide you with protection against the costs of your opponent should you be unsuccessful.

**7. Payments on Account.**

To assist cash flow and to help you budget we shall require you to make payments on account of our fees either by lump sum payments or by weekly or monthly instalments. Such payments would normally be discussed in the early stages of the matter. These payments would be in addition to the payments on account of disbursements

**8. Accounts. (Our bill to you)**

- (a) In property transactions an account will normally be rendered following the exchange of contracts and payment is required prior to or upon completion. Where monies are due to you following completion our fees will be deducted prior to accounting to you. For the avoidance of doubt an account will be raised in the event of a transaction not proceeding. Such an account may be subject to a discount, at our discretion, depending on the amount of work undertaken.
- (b) In administration of estates it is our usual practice to deliver interim accounts at intervals during the administration. An interim account will normally be submitted when a Grant has been obtained. Further interim accounts will be rendered periodically and the final account when the Estate Accounts are delivered for approval.
- (c) As it may take some time for any matter to be resolved we shall from time to time submit interim accounts usually every three months. A final account will of course be submitted at the conclusion of the matter. All our accounts should be settled within 28 days. A reminder will be sent after 20 days. If accounts are not so settled we reserve the right to decline to act further. Interest on overdue accounts will be charged at 2% above the minimum lending rate of the Nat West Bank, or the current Statutory Judgment rate whichever is the greater, payable after as well as before Judgment.
- (d) In addition to cheques and cash we can accept payment of accounts by Debit Card, Direct Debit and also credit card. Card payments may be made by the cardholder over the telephone. Payments can also be made by Bank Transfer.
- (e) If you have any queries in relation to an account you should first of all raise the issue with the person dealing with your affairs. If matters have not been clarified then you should raise them with the Departmental Head, who has overall supervisory responsibility for the matter as explained in paragraph 12 below.
- (f) If your query cannot be resolved then you may have the right to object to your account by making a complaint to the Legal Ombudsman, PO Box 6806 Wolverhampton WV1 9WJ Website - [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk) Tel - 0300 555 0333 E-mail - [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) and/or by applying to the court for an assessment of the account under Part III of the Solicitors Act 1974.
- (g) In matters dealing with court work, there are provisions in Section 70, 71, 72 of the Solicitors Act 1974 relating to the assessment of our fees which gives you the opportunity of having our account checked by an officer of the court.



**9. Recovery of your Fees.**

You are responsible for legal costs incurred on your behalf. However, in some types of matter it may be possible to recover a significant proportion or perhaps part of your Fees from someone else. If this happens those Fees actually recovered will be set off against our account to you. You will have to pay the additional costs of enforcing any costs orders against a third party

**10. Limits on fees**

In certain cases you may wish to impose a limit on the fees which may be incurred without further reference to you. You should discuss this first with the person dealing with your affairs, and in any event, confirm your instructions in writing.

**11. Court work and Third Parties.**

Far reaching changes have been made to the court system. The goal of the court is to deal with cases justly and speedily. The courts expect parties in dispute to agree procedural steps and as many issues as possible with each other and as early as possible in the dispute. Parties must comply strictly with court protocol timetables set by the court. Those who do not comply are likely to be penalised, sometimes for steps not taken under protocols before proceedings commence. Solicitors and clients therefore are more than ever expected to work as a team and your prompt co-operation with instructions to us will help achieve the best result for you.

**12. Complaints**

H.F.T. Gough & Co is committed to high quality legal advice and client care. Tell us if you feel concerned in any way. Mention it first to the person dealing with your case or to the Departmental Head. If you are still unhappy about any aspect of the service you have received or about the bill, please contact the Practice Manager on 01946 692461 ext.212 or e-mail: [admin@goughs-solicitors.com](mailto:admin@goughs-solicitors.com) or by post to our office. A copy of the complaints procedure is available on request but will be sent to you in any event should you make a complaint.

If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman at Legal Ombudsman, PO Box 6806 Wolverhampton WV1 9WJ Website - [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk) Tel - 0300 555 0333 E-mail - [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) to consider the complaint. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint.

**13. Storage of Papers and Documents.**

- (a) Deeds, Wills, and other important documents can be stored permanently by us on your behalf in our strong room. There may be an administration charge for the release of these documents.
- (b) Generally we store your ordinary papers for a minimum period of 6 years before they are destroyed.
- (c) After completing the work we are entitled to keep all your papers and documents whilst any of our charges are outstanding.

**14. Incidental Investment Business**

If during your transaction you need advice on investments, we may have to refer you to someone who is authorised by the Financial Services Authority, as we are not. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.

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 website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register)

**15. Equality and Diversity**

H.F.T. Gough & Co 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.

**16. Data Protection – See attached form.**

**17. Vetting of files**

External firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files.

**18. Applicable Law**

Any dispute or legal issue arising from our terms of business will be determined by the law of England and Wales, and considered exclusively by the English and Welsh Courts.



**19. Terminating the Retainer**

You may end your instructions to us in writing at any time, but we can keep all your papers and documents while there is still money owed to us for our fees and expenses.

We may decide to stop acting for you only with good reason, e.g. you do not pay an interim account or there is a conflict of interest. We must give you reasonable notice that we will stop acting for you.

If you or we decide that we should stop acting for you, you will pay our charges up to that point. These are calculated on an hourly basis plus expenses as set out in these terms and conditions.

**20. Payment of Interest**

Any money received on your behalf will be held in our client account. We will account to you with interest when it is fair and reasonable. Interest will be calculated and paid to you at the rate applicable to our client account from time to time set by Nat West Bank. The period for which interest will be paid normally runs from the date(s) when cleared funds are received by us until the date(s) on the cheque(s) issued to you. Please note, consistent with regulatory guidance interest, will not be paid where the interest calculated on your monies is less than £20.00. Please also note that, unless we tell you otherwise, if interest is paid to you gross of tax, then it will be your responsibility to pay any tax that is due.

**21. Initial appointments**

This firm does not operate a "free first appointment" system. At your first appointment the fee-earner will provide you with details of his/her hourly charging rate. You will be asked to sign a copy of this form to confirm that you acknowledge that if your case does not progress past the first appointment stage, an account will be raised.

**22. None of the provisions of this guide are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person company association or other entity who is not named in the letter accompanying this guide.**

**I/WE HAVE READ AND I/WE AGREE TO THE ABOVE TERMS AND CONDITIONS**

PRINT NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATED \_\_\_\_\_

PRINT NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATED \_\_\_\_\_

