

## **TERMS OF BUSINESS**

In these terms, the following words shall have the meanings below:

“Services” means acting on your behalf in relation to the legal services that we provide to You. The scope of the Services will be agreed in writing at the outset of each new instruction from You and will be performed in accordance with the agreed service levels attached to these Terms at Annex A.

“Terms” means these Terms & Conditions of Business;

“We”, “Us”, “Our”, means Waring and Co Legal Limited (SRA no 615305) (or any subsidiary company) whose registered office is Churchgate House, Churchgate, Bolton, Lancashire, BL1 1HL;

“You” means you as a client of Waring & Co Legal Limited.

We will provide the Services on the Terms set out below. We will give Your work proper and professional skill, care and attention in accordance with these Terms and with the rules and regulations of the Solicitors Regulation Authority (the governing body of solicitors). These rules require that Clients be informed of certain terms of business and these are included in these Terms. A copy of the SRA Handbook can be accessed at <https://www.sra.org.uk/handbook/>.

### **1 PLACES AND HOURS OF BUSINESS**

1.1 Our offices are located at

A. Churchgate House, Churchgate, Bolton, Lancashire, BL1 1HL

B. Maple House, High Street, Potters Bar, Hertfordshire, EN6 5BS

1.2 The office responsible for the administration of your case will be Bolton.

1.3 Normal hours of opening are between 8.30am and 4.30pm. Appointments can be arranged outside those hours when essential. We are open during the lunch hour, but the person you wish to speak to may not be available between 1.00pm and 2.00pm.

### **2 RESPONSIBILITY FOR WORK**

2.1 The Practice is headed by Christopher J Weir who is a Solicitor and a Director of Waring and Co Legal Limited.

2.2 Your Client Manager is Mr Christopher J Weir

### **3 STANDARDS**

All Our employees should meet certain standards with regard to Client care. These standards include:

- 3.1 We will agree with You at the outset of any instruction the scope of any Services that We provide which will, where appropriate, provide details of any specific timescales for delivery of those Services together with and in accordance with the agreed Service levels attached to these Terms and at Annex A where applicable.
- 3.2 We will inform You about the progress of Your matter at appropriate intervals. In particular, any changes in the action planned to be taken in the matter, its handling or the costs will be given to You promptly.
- 3.3 We will write to You using plain language.
- 3.4 If it is necessary for You to come into Our office, an appointment will be given to You as soon as practical.
- 3.5 Please do not hesitate to notify Us if You feel that We are not keeping to these standards.

#### **4 OUR RESPONSIBILITIES**

- 4.1 We must always act in Your best interests, subject to our duty to the Court;
- 4.2 We must explain to You the risks and benefits of taking legal action;
- 4.3 We must give You Our best advice about whether to accept an offer of settlement;
- 4.4 We must give You the best information about the likely costs of work undertaken on your behalf having regard to Annex A and those charges otherwise agreed by both parties in writing.

#### **5 YOUR RESPONSIBILITIES**

- 5.1 You must give us instructions that allow us to do our work properly;
- 5.2 You must not ask us to work in an improper or unreasonable way;
- 5.3 You must not deliberately mislead us;
- 5.4 You must co-operate with us;
- 5.5 You must pay for disbursements as the case goes on, unless otherwise agreed in writing

#### **6 INSURANCE & LIABILITY**

- 6.1 For Your protection We maintain professional indemnity insurance as required by Section 37 of the Solicitors Act 1974. Our professional indemnity insurer is International Insurance Company of W.R. Berkley Insurance (Europe) Ltd 2nd Floor, 40 Lime Street, London, EC3M 7AW with policy number B0808P5032669.
- 6.2 Save where agreed in writing to the contrary, Waring and Co Legal Limited limits its liability, whether in contract, tort (including negligence), breach of statutory duty or otherwise in respect of any claim or series of related claims, for any loss, expense, legal fees, costs or

otherwise howsoever arising up to ten times the amount of Our fees for the matter(s) to which the claim or series of claims relates. You agree that this cap on liability is fair and reasonable taking into account all of the circumstances which were, or ought reasonably to have been, known by You or in Your reasonable contemplation at the time of any engagement or instruction of Waring and Co Legal Limited under these Terms.

- 6.3 You agree to indemnify Waring and Co Legal Limited against any liability or loss it may incur in connection with any court order made or sought against Waring and Co Legal Limited or an employee of Waring and Co Legal Limited as a result of acting in accordance with Your instructions.
- 6.4 Nothing in these Terms seeks to limit or exclude Our liability for:
- 6.4.1 death or personal injury arising from Our negligence; or
  - 6.4.2 fraud; or
  - 6.4.3 wilful disregard of Our professional duties to You under this agreement.

## **7 FEES**

- 7.1 Unless agreed by both parties in writing, the fees that We will charge you have been set out in **Annex A**. All other Services not covered in **Annex A**, including any detailed advices we might give, will be charged according to the amount of time spent by a professional adviser at his or her respective hourly rate outlined in paragraph 7.3 below.
- 7.2 We only give estimates as a guide. Thus we will make every attempt to ensure their accuracy. We cannot guarantee that the final charge (subject to Annex A where applicable) will not exceed the estimate. This is because of many factors outside of our control which may affect the level of costs.
- 7.3 We calculate our charges using hourly rates which are set according to the level of seniority of the person(s) dealing with Your matter. Our time is charged in minimum six minute time units, calculated with reference to Our hourly rates, plus VAT at the prevailing rate (currently 20%). Our VAT number is 196 0589 67.

From time to time, we may need to involve other members of staff. We will agree the appropriate hourly rate for each member of staff with You where it is possible to do so. These hourly rates will be based on the relevant SCCO Guideline rates, which are currently as follows:-

Grade A (or equivalent experience)	£217.00
Grade B (or equivalent experience)	£192.00
Grade C (or equivalent experience)	£161.00
Grade D	£118.00

- 7.4 Where Your instructions require that any work is performed outside Our normal office hours, We reserve the right to increase the level of the hourly rate.
- 7.5 If it becomes apparent that the matter is one of exceptional complexity or urgency and this could not reasonably have been anticipated at the time of accepting Your instructions, the rate quoted may no longer be appropriate. In such circumstances, We reserve the right to either respond or terminate the retainer unless revised rates are agreed in substitution.

- 7.6 Our hourly rates are reviewed every year, with effect from 1 January, to take into account changes in the overhead costs of the firm and the revised rate applies to all work undertaken thereafter without further notice. We will provide details of these revised rates to You.
- 7.7 Where We are instructed to proceed in a way which is against Our advice, unless otherwise agreed, Our fees will be payable irrespective of the outcome of the case.
- 7.8 If at any time you instruct Us to proceed against Our advice and do not accept an offer made pursuant to Part 36, or some other offer, whilst available for acceptance, and later return to accept the offer upon expiry of the relevant period set out therein, then You will be liable for Our costs of assessment, irrespective of whether they are recoverable from the paying party, on an hourly rate basis.
- 7.9 Payments made on Your behalf, e.g. for court fees and Counsel's fees are called disbursements and are payable by You in addition to Our own fees. We shall have no obligation to pay them unless You have provided funds for that purpose. VAT is payable on some disbursements and is charged to You.
- 7.10 Fees are payable whether or not a case is successfully concluded. If any case does not proceed to completion for any reason during the period in which We are instructed, then We shall be entitled to charge for work done on the basis set out above, but in Our absolute discretion We may waive part or all of such entitlement to fees.
- 7.11 Notwithstanding the terms above and below, in the event that You withdraw instructions from us, fail to co-operate with Us or fail to provide Us with instructions at any time within a reasonable period prior to the conclusion of the case, for any reason, Our charges to You will be for all of the work done by reference to time spent at an appropriate hourly rate and payment will become due within 14 days of receipt of Our invoice.
- 7.12 In certain circumstances, We may introduce You to a third party service provider, whether linked to a specific matter or otherwise. Such an introduction may result in the payment of introductory fees to Us. You hereby authorise Us to retain such fees. In the event that We make such an introduction, We will disclose the level of such fees to You upon reasonable request.

## **8 PAYMENT FOR ADVOCACY**

The cost of advocacy and any other work by us, or by any Solicitor agent on our behalf, forms part of our basic charges. We shall discuss with you the identity of any barrister should one be instructed, and the arrangements made for payment.

## **9 ARRANGEMENTS FOR PAYMENT OF FEES**

- 9.1 Unless agreed otherwise in **Annex A**, we reserve the right to render invoices at the conclusion of each monthly period throughout the provision of the Services.
- 9.2 In the event that You have any queries regarding any invoice, such queries must be raised within 5 business days of receipt. The person to whom you should direct your query, in the first instance, is the person named in clause 2.1 of these Terms.
- 9.3 In the event that no queries are raised during the period outlined in clause 9.2 above, the invoice will be deemed to be accepted as correct and valid. You agree to settle these

invoices within 30 days of receipt (save where We have agreed in writing to delay payment until payment of Your costs).

- 9.4 If all or part of the invoice remains unpaid, we reserve the right to charge interest on the unpaid balance pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) at the rate of 8% per annum above the Bank of England Base Rate. In addition we reserve the right to charge compensation pursuant to the Late Payment of Commercial Debts Regulations 2002, as amended.
- 9.5 Unless agreed otherwise at Annex A, where an interim costs payment is received at any time in respect of Your costs, We reserve the right to raise an invoice. We will agree with You in writing the sum of that invoice where it is possible to do so, and You agree to make an immediate payment in respect of that invoice.
- 9.6 If You dispute the amount of our invoice(s), You may also have a right to object to our invoices by making a complaint to the Legal Ombudsman, and/or applying to the court for an assessment under Part III of the Solicitors Act 1974.
- 9.7 If for any reason an interim account is not delivered, We will inform You at least every 6 months of the approximate amount of costs to date. Failure to render such an update will not render Our fees invalid or unpayable.
- 9.8 In the event of any account or request for payment on account not being paid within 30 days, We reserve the right to decline to perform the Services further. The full amount for work done up to that date will be the subject of a final account rendered and will be a debt due from You. Interest will be charged at the rate prevailing upon judgment debts from the date of the bill until the date of payment in cases where payment is not made within 30 days of delivery.
- 9.9 If an account is overdue for payment, without reasonable justification, we may choose to either suspend or terminate our services to you and retain documents and papers belonging to you (by way of lien), in respect of the matter to which the work or documents and papers relates.
- 9.10 We reserve the right to sue for, and enforce judgments for, unpaid fees and disbursements.
- 9.11 Unless agreed otherwise in Annex A, where funds are received by Us on Your behalf, You authorise Us to deduct Our costs and disbursements (plus VAT) from such funds before onward transmission of the net balance to You.

## **10 SET OFF**

You hereby agree that Waring and Co Legal Limited may set off any monies received on Your behalf under this Agreement against any sums due from You whatsoever and howsoever arising, whether in respect of the Services or otherwise.

## **11 RESPONSIBILITY FOR THE COSTS OF THE OTHER PARTY**

11.1 In litigation cases, if You are successful the Court may order that the other side should pay in part or all of Your costs. However, in practice, this rarely means that all of the costs incurred are recovered because of a number of factors such as:-

- The basis on which costs are assessed by the Court.
- The Court may order that Your costs should be met in part only if You win.
- In some instances Court rules prevent the recovery of more than a fixed fee from the other side.
- If the other party is in receipt of Legal Aid, no costs are likely to be recovered.
- An order for costs does not guarantee that they will be paid; some parties may simply not have the means to pay.

If You are successful and costs are to be paid by the other party, interest can often be claimed on those costs from the date on which the Order for Costs was made.

11.2 An order for costs against another party does not end Your responsibility for Our fees, which will be calculated in accordance with clause 7 above, even where the other side has to pay part only of the costs or where costs are determined by a fixed fee. If and when costs previously paid by You are recovered from the other party, We will refund the amount recovered less any money due to Us. You will also be responsible for paying Our fees and expenses associated with arranging for Your costs to be assessed and seeking payment from the other side.

## **12 INTEREST**

12.1 Unless agreed otherwise with You, any money that We hold for you will be deposited in a client bank account with a clearing bank or building society deposit account. Any funds received will be held in the firm's general client account which, as required by the SRA, is an instant access account. A sum in lieu of interest will be credited on funds held at the prevailing rate paid by Our bank on the firm's general client account providing the total interest accrued over the whole period the funds are held is in excess of £20. We will not be responsible for any loss due to any mistake or failure by the relevant institution

12.2 We will only hold such money on Your behalf in accordance with Your instructions and/or any written terms of agreement between Us.

## **13 COMMUNICATIONS**

13.1 Where You provide Us with fax or email addresses for sending material to, We will assume, unless You tell Us otherwise, that your arrangements are sufficiently secure and confidential to protect your interests.

13.2 The internet is not secure and there are risks if You send sensitive information in this manner or You ask Us to do so. Data we send by email is not routinely encrypted, so please tell Us if You do not want Us to use email as a form of communication with You or if You require data to be encrypted.

- 13.3 We will take reasonable steps to protect the integrity of Our computer systems by screening for viruses on emails sent or received. We expect You to do the same for your computer systems.

## **15 IDENTITY AND DISCLOSURE**

- 15.1 In accordance with the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the payer) Regulations 2017 We are required to:
- a) Obtain information about a client's identity and to verify that information
  - b) Obtain identity information about people related to a client (such as beneficial owners), where relevant, and at time verify that information; and
  - c) Continue to monitor the transaction and keep identity information up-to-date.
- 15.2 We are professionally and legally obliged to keep your affairs confidential. However, We may be required by law to make a disclosure to the National Crime Agency where We 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.
- 15.3 We will not accept any liability for any loss caused to You or any other party as a result of Our refusal to proceed with a matter or transaction or otherwise complying with Our legal obligations.

## **16 CONFIDENTIALITY AND DATA PROTECTION**

- 16.1 Our use of Your information is subject to your instructions, the Data Protection Bill 2017 and Our duty of confidentiality. Therefore, We keep information passed to Us confidential and will not disclose it to third parties except as authorised by You or required by law. Unless, however, if on your instruction, We are working with other professional service providers (such as expert witnesses or other professional advisors).
- 16.2 Waring and Co Legal Limited is the data controller (for the purposes of the Data Protection Bill) of personal data that You provide to Us. This means that the firm has a duty to comply with the provisions of the Data Protection Bill when processing Your personal data. The firm has appointed David Winston, a Director and Solicitor in the firm, as its Data Protection Officer and he is responsible for overseeing the firm's compliance with the Data Protection Act.
- 16.3 We use the information You provide primarily for the provision of legal services to You and for related purposes including (but not limited to): updating and enhancing client records; analysis to help Us manage Our practice; statutory returns; and legal and regulatory compliance.
- 16.4 If You are an individual, You have rights under the Data Protection Bill. These rights are:
- **The right to be informed** - To request a 'subject access request' (SAR) please email the supervisor of your matter or emailing our DPO David Winston

([david.winston@waring.co.uk](mailto:david.winston@waring.co.uk)) with the details of your matter and the data that you want to have access. We will ensure that the subject access request has been completed within 30 days.

- **The right of access** - To request a 'subject access request' (SAR) please email the supervisor of your matter or emailing our DPO David Winston ([david.winston@waring.co.uk](mailto:david.winston@waring.co.uk)) with the details of your matter and the data that you want to have access. We will ensure that the subject access request has been completed within 30 days.
- **The right to rectification** - Please contact the supervisor of your matter to rectify any information that we hold. In some cases, we may ask to see proof of this change of data.
- **The right to erase** - To request to erase any data that we hold on you please contact your supervisor or the DPO. Please also bear in mind if we are in the middle of a matter this may affect our capability to act for you. If this is the case, we will discuss this with you.
- **The right to restrict processing** - To request a restriction of processing please notify your supervisor or our DPO who will contact you to discuss the requirements of your requested restriction. Please bear in mind that some restrictions may prevent us from acting on your behalf. If this is the case, we will discuss this with you.
- **The right to data portability** - To request this please contact your supervisor or the DPO who will discuss the format you would like your data in when you make a SAR.
- **The right to object** - If you wish to the objection of any processing (irrelevant if consent has been provided previously). Please contact the supervisor of your matter or the DPO who will discuss your needs with you and action your request. Bear in mind, depending on the extent of the request this may prevent us from acting on your matter.
- **Rights in relation to automated decision making and profiling** – We do not conduct any automated decision making or profiling

16.5 These subjects are absolute however there are some cases where Our legal obligation overrides data subject rights (for example, keeping data for anti-money laundering purposes, notifying the NCA of any money laundering suspicions without notifying you).

## 17 **TAX ADVICE**

Any work that We do for You may involve tax implications or necessitate the consideration of tax planning strategies. We are not qualified to advise You upon the tax implications of a transaction which You instruct Us to carry out or the likelihood of them arising, and so we do not give such advice and no reliance may be placed on any related comment we may make.

## 18 **STORAGE OF PAPERS AND DEEDS**



- 18.1 At the end of a case, we will retain electronic copies of Our file of papers for a maximum of 6 years. We keep files on the understanding that we can destroy them 6 years after the date of the final bill. You should ask for the return of any documents You require at the end of the matter within three weeks from the date on which your matter has concluded. We have the right to make a charge for storage if We ask You to collect Your papers and You fail to do so. We are entitled to hold papers pending payment of any outstanding fees due to Us.
- 18.2 Where We retrieve from storage stored papers, in connection with continuing or new instructions to Us to act in connection with Your affairs, We reserve the right to make an administration charge based on delivery costs such as postage and any perusal of correspondence or other work necessary to comply with the instructions given to Us. A minimum charge of £80.00 will be levied for the service.

## **19 THE CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013 (post 13 June 2014)**

Under these Regulations some non-business Clients may have the right to cancel/withdraw instructions within 14 days of the date on which You asked Us to act for You without giving any reason. However, if We start work within that period at your express request, You must pay us for the supply of the services for the period for which it is supplied, ending with the time when we are informed of your decision to cancel the contract in accordance with regulation 32 (2) and which is in proportion to what has been supplied, in comparison with the full coverage of the contract. To exercise the right to cancel/withdraw instructions, you must inform us of your decision to cancel/withdraw by a clear statement (e.g. a letter fax or e-mail). You may use the attached model cancellation form, but it is not obligatory. This notice must be provided to the person responsible for Your work.

## **20 CLIENT CARE**

- 20.1 We strive to provide a quality service to Our Clients at all times and hope that You will be pleased with the work which We do for You. However, should there be any aspect of Our Service with which you are unhappy, which may include any invoice rendered, you are entitled to complain.
- 20.2 In the first instance, please raise Your concern with Your Case Handler who will investigate your complaint in accordance with our internal complaints and investigations process. The results of this investigation, together with their decision, will be presented to you in writing within an agreed timescale.
- 20.3 In the event that further investigation is required or You are not satisfied with the initial outcome, You can escalate Your concern to Our Complaints Director, Christopher Weir at [christopher.weir@waring.co.uk](mailto:christopher.weir@waring.co.uk), on 01204 550 160, or at Churchgate House, Churchgate, Bolton, BL1 1HL.
- 20.4 If at the conclusion of Our complaints process you are still not satisfied, you may contact the Legal Ombudsman within six years from the act or omission about which you are complaining (or three years from when You should reasonably have known there was cause for complaint). The Legal Ombudsman can be reached on 0300 555 0333 or e-mailed on [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk). Full details can be found on the Legal Ombudsman website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk).

20.5 A full copy of Our complaints procedure is available on request.

## **21 Online Dispute Resolution (ODR)**

If you are a client and we have made a contract with you by electronic means (website, email, etc.) you may be entitled to use an EU online dispute resolution service to assist with any contractual dispute you may have with us. Details of this service may be found at <http://ec.europa.eu/odr>.

## **22 Alternative Dispute Resolution (ADR)**

Alternative complaints bodies (such as *Ombudsman Services* (<https://www.ombudsman-services.org/>), *ProMediate* (<http://www.promediate.co.uk/>) and *Small Claims Mediation* (<http://www.small-claims-mediation.co.uk/>) exist which are competent to deal with complaints about legal services should we both wish to use such a scheme.

## **23 FUTURE INSTRUCTIONS**

Unless otherwise agreed and subject to the application of the current hourly rates, and any agreed variation in accordance with clause 7.1 above, these Terms and Conditions of Business shall apply to any instructions which You give Us. Although Your continuing instructions in this matter will amount to an acceptance of these Terms, it may not be possible for Us to start work on Your behalf until one copy has been signed and returned to Us to retain on Our file.

## **24 ENTIRE AGREEMENT**

24.1 These Terms supersede any prior written or oral agreements, arrangements and undertakings between Us relating to the subject matter of these Terms and, together with any service level agreement entered into between Us constitute the entire agreement and understanding between Us. In the event of any conflict between these Terms and Annex A arises, the terms set out in Annex A will prevail.

24.2 Subject to clause 7.6, no variation to these Terms will be valid and binding unless in writing and signed by both parties.

24.3 You acknowledge that in agreeing these Terms, You have not relied on, and will have no remedy in respect of any statement, representation, warranty, understanding, promise or assurance of any person howsoever made, other than as expressly contained in these Terms.

## **25 TERMINATION OF OUR ENGAGEMENT**

25.1 You may terminate your instructions to us in writing at any time. For example, you may decide you cannot give us clear and proper instructions on how to proceed or you may lose

confidence in our work. We are entitled to keep all your papers and documents subject to a lien while money is owing to us unless you exercise your right (where applicable) to withdraw/cancel instructions in line with paragraph 19 of this agreement and The Consumer Contracts (Information and Additional Charges) Regulations 2013.

- 25.2 In exercising this right you must pay our basic charges and our expenses and disbursements, including barristers' fees (if applicable).
- 25.3 We may only decide to stop acting for you (subject to paragraph 9.9 of this agreement) inclusive of suspension or termination of this agreement on reasonable grounds and on giving you reasonable prior written notice.
- 25.4 We reserve the right to suspend or terminate this agreement if you reject our opinion about making a settlement with your opponent or require us to act unreasonable (for example by asking us to run arguments that we consider will not succeed or which are not properly arguable). In addition we reserve the right to suspend or terminate this agreement if you require us to act in a manner which conflicts with a protocol.
- 25.5 We reserve the right to suspend or terminate this agreement if you do not keep to your responsibilities (see paragraph 5 of this agreement).

## **26 WHAT HAPPENS AFTER THIS AGREEMENT ENDS**

Save as otherwise provided for within this agreement, in the event we are on record in any Court proceedings in which we are instructed to act we reserve our right to apply to have our name removed from the record.

## **27 CESSATION OF BUSINESS**

If we stop carrying on business then you MUST pay us or any successor to our business (or to that part of our business which takes over the conduct of your matter) our basic charges and our expenses and disbursements including barristers' fees (where applicable).

## **28 GENERAL**

- 28.1 The parties to these Terms do not intend that any of part of them will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to them.
- 28.2 If any clause or part of these Terms is found by any court, tribunal, administrative body or authority of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable, that clause or part of these Terms will, to the extent required, be severed from these Terms and will be ineffective without, so far as is possible, modifying any other clause or part of these Terms and this will not affect any other provisions of these Terms which will remain in full force and effect.
- 28.3 No failure, delay, forbearance or indulgence of Waring and Co Legal Limited in exercising any right, power or remedy under these Terms will be deemed a waiver of any subsequent breach or default and nor will any such failure, delay, forbearance or indulgence of Waring and Co Legal Limited affect the other provisions of these Terms.

- 28.4 Your file may be examined by external auditors, including where appropriate providers of after the event insurance. If You do not consent to these inspections, You must clearly tell us in writing. Nothing in this clause will preclude inspection of Your file by any government or regulatory authority entitled by law to inspection of the same, or which is required by law to be disclosed by Us, provided that, where permissible, We will notify You when such requirement to disclose has arisen.
- 28.5 This Agreement and any dispute or claim arising out of or in connection with it will be governed by, and construed in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the English courts.

I have read, understood and accept the Terms and Conditions of Business set out above.

**Signed** .....

**Position** .....

**For and on behalf of** .....

**Date** .....

**CANCELLATION FORM**

To: Waring and Co Legal Limited

I/We hereby give notice that I/We cancel my/ our contract for the supply of the following service:

<insert service>

Which we instructed you to commence on:

<insert date>

Name of consumers: <insert name, address>

Signature.....

Date.....

## **ANNEX A**

### **Agreed Services**

Conduct of claims for Continuing Healthcare.

Grade A (or equivalent)	£217.00
Grade B (or equivalent)	£192.00
Grade C (or equivalent)	£161.00
Grade D	£118.00

We will seek to recover Our negotiation fees from the paying party in addition to your costs. In the event that assessment costs are determined by the Court or agreed with the paying party, we will limit Our charges to You to whatever sum is allowed in respect of assessment costs / negotiations, by the Court or paying party subject to Us having a right to appeal in Your name at Our own expense.

- Fees on any other matters

In respect of all other instructions or work beyond that which is detailed above in Annex A of this agreement, Our charges will be calculated by reference to time spent at the hourly rates contained within paragraph 7 of this agreement. Instructions received in relation to such matters will be construed as implied acceptance of these terms unless agreed otherwise in writing between the parties.

### **Payment Terms**

Case end unless an interim costs payment is received at any time in respect of Your costs. We reserve the right to raise an invoice in accordance with clause 9.5.

### **Case End – Definition**

Where We have been instructed by You to do work prior to the settlement of the substantive proceedings, “Case End” will be the conclusion of those substantive proceedings. Where We are instructed by You to do work following the conclusion of the substantive proceedings (e.g. costs negotiations, assessment proceedings etc), “Case End” will be the conclusion of the costs/assessment proceedings. For the avoidance of doubt, nothing within these agreed Terms of Business allows payment of Our professional charges to be deferred pending any payments expected to be received inter partes or otherwise.

Payment of Our invoice to You will be payable within 30 days of delivery subject to these agreed Terms of Business once “Case End” has taken place unless otherwise stated in writing in these agreed Terms of Business.

### **Withdrawal of instructions**

Notwithstanding the terms above, in the event that You:-

- i. Withdraw instructions from Us;
- ii. Failure to co-operate with Us;
- iii. Fail to provide Us with instructions;

at any time prior to the conclusion of the case for any reason Our charges to You will be for all of the work done by reference to time spent basis with reference to paragraph 7.3 of this agreement at our discretion, up to the date of (i), (ii) and/or (iii) above without any discount referred to herein and payment will become due within 14 days of receipt of Our invoice.