

Carter Jones Solicitors Terms and Conditions of Business

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1 Carter Jones Solicitors

- 1.1 Carter Jones Solicitors (“the Firm”) is a trading name of Erol Izzet, a Recognised Sole Practitioner.
- 1.2 The Firm is authorised and regulated by the Solicitors Regulation Authority (SRA) under SRA number 630842.
- 1.3 The Firm must comply with any SRA requirements that are in force, including the SRA Code of Conduct 2011 and the SRA Accounts Rules 2019.
- 1.4 Details of the professional rules which apply to us and a copy of the SRA Standards and Regulations can be found and downloaded at www.sra.org.uk. We maintain professional indemnity insurance in accordance with those rules and details of our current insurers and the territorial coverage of the policy are available on request.
- 1.5 The SRA is the independent regulatory arm of the Law Society of England and Wales, our professional body.
- 1.6 The Firm’s contact details are:

Carter Jones Solicitors

2nd Floor, 142 High Road, Wood Green, London N22 6EB

Telephone number: 020 7501 3770.

Fax number : 020 7501 3771.

email address: info@carterjonessolicitors.com

2. Service standards

- 2.1 We aim to offer our clients quality legal advice with a personal service at a fair cost. As a start, we hope it is helpful to you to set out in this statement the basis on which we will provide our professional services. We will:
- 2.2 keep you informed in writing or by telephone of progress with your matter regularly;
- 2.3 communicate with you in plain language;
- 2.4 explain to you by telephone or in writing the legal work which is required as your matter progresses;
- 2.5 keep you regularly updated of progress, or, if there is none, when you are next likely to hear from us;
- 2.6 keep you informed of the cost of your matter regularly as appropriate;

- 2.7 keep you advised of the likely timescales for each stage of this matter and any material changes in those estimates;
- 2.8 continue to review whether there are alternative methods by which your matter can be funded.
- 2.9 deal with your queries promptly, (e.g. we will always try to return your phone calls the same day);
- 2.10 update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances;
- 2.11 advise you of any changes in the law.

3. Responsibilities

3.1 Scope of our Responsibility

- 3.1.1 We shall provide legal advice and services to you with reasonable skill and care. However, the nature of many types of legal work is such that it is not possible to guarantee a particular outcome.
- 3.1.2 We advise only on English law, and on European Union law to the extent that it has any bearing on English law.
- 3.1.3 We will advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter.
- 3.1.4 We do not advise on financial, investment, surveying, valuation, commercial viability, trading, or marketability issues.
- 3.1.5 We are not qualified either as accountants or as surveyors and the interpretation of financial information or environmental surveying information should be undertaken on your behalf by specialist advisers qualified to render such advice.
- 3.1.6 The advice we give is confidential and for your exclusive use. We do not accept responsibility to any third party who is not our client for the advice we give to you.
- 3.1.7 Unless otherwise agreed, the advice we give and the documents we prepare are for use only in connection with the specific matter on which we are instructed and state or comply with the law as in force at the relevant time.
- 3.1.8 We rely on you for the accuracy of the information and documentation that you provide to us. We shall not be liable for errors or losses which arise as a result of false, misleading or incomplete information or documentation or which result from any act, delay or omission by you or by any third party.
- 3.1.9 When a matter has been completed, we shall report the outcome and explain any further action which needs to be taken. Our engagement in regard to that matter will then come to an end.

3.2 Scope of your Responsibility

You will:

- 3.2.1 co-operate with us at all times;
- 3.2.2 provide us with clear, timely and accurate instructions, detailing your objectives and you will deal with all queries in a prompt manner;
- 3.2.3 provide all documentation required to complete our work in a timely manner;
- 3.2.4 safeguard any documents which are likely to be required during the conduct of the matter;
- 3.2.5 in contentious matters, cooperate with experts and attend Court or Tribunal hearings;
- 3.2.6 notify us immediately if you become aware of any conflict of interest or any other reason which you believe may restrict or prevent us in acting for you or any third party.
- 3.2.7 If you are a company, we shall be entitled to assume that these terms are accepted by all directors and authorised officers of the company.

You will not:

- 3.2.8 ask us to work in an improper or unreasonable way;
- 3.2.9 deliberately mislead us.

4. Hours of business

- 4.1 Our normal hours of opening at our offices are between 9.30am – 6.30pm Monday to Friday - excluding Bank Holidays. Appointments can be arranged at other times if required. If you turn up without an appointment there may not be anyone available to see you.

5. Identification, Anti-money laundering obligations

- 5.1 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 electronically verify your identity and for that purpose we will ask you to produce your passport and a recent utility bill (being less than 3 months old) as documentary evidence of ID. 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.
- 5.2 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.

6. Fixed fee arrangements

- 6.1 Where we agree to charge a fixed fee, you must usually pay that fee regardless of whether or not your matter proceeds as expected or envisaged, or you achieve the result or objective that you wish.
- 6.2 If we agree to work for a fixed fee, we make a number of assumptions or we specify the work that we will or will not do. Where the assumptions are no longer met or we need to do work outside the scope of that specified, it will be necessary to charge you more. We will then agree with you either a further fixed fee or to charge on a time basis; otherwise, the retainer will be terminated. The assumptions that we make or the work that we specify we will do are set out in the client care letter (or in another document which is referred to in the letter).

7 Payment arrangements

- 7.1 Where we agree to conduct work which is a not fixed fee then we may ask you to pay certain sums in advance of us carrying out work and incurring expenses on your behalf, either at the start of the matter or during its course. If we ask for a payment on account it will be due on request. Until we receive payment we reserve the right not to undertake further work on your behalf and neither will we be under any obligation to incur liability for or pay any disbursements. We will offset any payments on account against the invoices that we send you from time to time and the final invoice. We are entitled to settle our bills from monies held on your behalf and to retain your papers and documents until all our bills have been settled.
- 7.2 You may also set a limit on the fees and expenses we can incur in relation to your matter. This means you have to pay our fees and expenses up to this limit, but we must ask your permission to continue working on your matter if it looks like you will have to pay us more than the limit you have set. We will write to you before we reach the limit, and explain why your matter is likely to cost more, review our estimate of how much your matter is likely to cost and ask you to agree a new limit, before we do more work on your matter.
- 7.3 We will normally issue invoices at appropriate points in a case (e.g. after an agreed item of work has been completed). In an ongoing matter we will endeavour to issue invoices on a monthly basis, save where little or no work has been undertaken in the preceding month.
- 7.4 We will continue to require sufficient payments on client account throughout your instruction. These payments will be in line with the work we estimate that is required. This is standard practice amongst law firms. It ensures that solicitors' fees and disbursements will be met and assists clients in knowing how much the instruction is costing them as the matter progresses. Please let us know if you wish to set a limit on the costs which may be incurred after which we must refer back to you for further authority.

- 7.5 If requests for funds on client account are not met with prompt payment (i.e. before the work is required), delay in the progress of a case may result. In the unlikely event of any invoice bill or request for payment not being met, the firm is entitled to stop acting for you further.
- 7.6 If we stop acting for you and there is ongoing correspondence with any third parties it will normally be necessary for us to write to them and notify them that we are no longer instructed. Additionally, if we are on the court record in any proceedings it will be necessary for you to file and serve a Notice of Change on all parties and the court. We can assist you with this process. However, if you fail to cooperate we will need to apply to the court to be removed from the record. If this is necessary then you will be liable for the costs we incur in making such an application. These costs will be calculated with reference to the hourly rates applied to this instruction together with the court fee and any other disbursements.
- 7.7 Carter Jones Solicitors requests that all bills are settled promptly on receipt and in any event within 28 days. You can make payment electronically to our client account at:
- Barclays Bank PLC***
- Carter Jones Solicitors Client a/c***
- Sort Code: 20-45-45***
- Account Number: 63844609***
- Reference No: [as advised]***
- 7.8 We do not accept payments by cash or cheque except by prior arrangement.
- 7.9 Monies due to you from us will be paid by cheque or bank transfer, but not in cash, and will not be made to a third party.
- 7.10 If you have any queries in relation to an invoice you should discuss these with the fee earner responsible for your matter at the earliest opportunity. If this does not resolve the matter at the and you are unhappy with the invoice you should follow the procedure set out at paragraph 16 below.
- 7.11 In relation to contentious matters (e.g. where court proceedings are involved), you have the right to object to an invoice and apply for an assessment of an invoice under Part III of the Solicitors Act 1974. If you intend to exercise this right we recommend that you seek independent legal advice, particularly as an unsuccessful challenge may have adverse cost consequences.
- 7.12 In relation to non-contentious matters, if you are an individual (or in certain circumstances a business, charity, club, trustee or personal representative) you can contact the Legal Ombudsman to make complaint about an invoice. See paragraph 20 below for details.

8 Interest on money owed to you

- 8.1 Any money received on your behalf will be held in our Client Account.

- 8.2 We will pay interest when it is fair and reasonable to do so in all the circumstances and we will pay a fair and reasonable sum calculated over the whole period for which money is held.
- 8.3 We will not pay interest on money held to pay a professional disbursement, once the intended recipient has requested that we delay in paying them or where the amount of interest, calculated in accordance with this policy, is less than £20.
- 8.4 Subject to certain minimum amounts and periods of time set out in the Solicitors' Regulation Authority Accounts Rules 2011, interest will be calculated and paid to you at 2% below base rate. The period for which interest will be paid will normally run from the date on which we receive cleared funds until the date we issue a cheque from our Client Account. Interest will be paid to you gross; it will be your responsibility to account to the Inland Revenue for tax due on this money.

9 Costs

9.1 How we calculate charges

- 9.2 For matters where we have not already agreed with you a fixed price, our fees are generally calculated principally on the basis of all the time spent dealing with your matter. Our fees will be charged in accordance with the hourly rate(s) of the Fee Earner(s) working on your matter. We charge time in six minute units. Minutes are rounded up to the subsequent unit; by way of example to help you understand, time spent up to six minutes' amounts to one unit. The fees calculated include attending you and others, time spent on the telephone (including telephone calls made and received), preparing and reading or considering documents (including letters in from an opponent and/or third parties), travelling and waiting time, correspondence, research, preparatory work, retrieval of papers and obtaining information from a stored file, preparation of invoices, statements and other accounting work, typing, word processing and other secretarial/clerical work and generally supervising, perusing, reviewing and administering your file. We shall notify you of any other fees calculated that are not mentioned in these Terms as and when appropriate to your matter.

9.3 Hourly rates

- 9.3.1 Our hourly rates are set out below. We review our hourly rates each year on or around 5th April to take into account increases in costs. We will notify you in writing if the rates you are being charged are increased and the date from which the increases will apply.

Grade	Description	Hourly rate
1	Solicitors with over 8 years' post-qualification experience	£275
2	Solicitors and legal executives with over 4 years' post-qualification experience	£206
3	Solicitors of less than 4 years' post-qualification experience, legal executives and fee earners of equivalent experience	£198
4	Trainees, paralegals and fee earners of equivalent experience	£145

9.3.2 All routine correspondence which we write will be charged at 1/10th of the hourly rate, while routine correspondence we receive will be charged at 1/20th of the hourly rate. This means if the Solicitor's hourly rate is £275 then routine letters out will be charged out at £27.50 and routine letters received will be charged at £13.75.

9.3.4 All routine telephone calls, either made or received, will be charged at 1/10th of the hourly rate. In other words, if your Solicitor's hourly rate is £275 then routine calls made or received will be charged at £27.50.

9.3.5 More complicated correspondence and telephone calls will be charged at the hourly rate for the actual time they take.

9.3.6 If your instructions mean we have to work outside normal office hours, we may increase the level of the hourly rates. We will notify you in writing of any increases.

9.3.7 We will NOT add VAT to our fees. We will advise you in writing if this changes.

10. Recovering costs

10.1 If your matter is successful, you may obtain an order from the court for the payment of your costs by another person. However, it is important that you understand that in such circumstances, the other person may not be required to pay all the charges and expenses which you incur with us (where a costs order is made, typically a court will award 60 – 80% of costs incurred). Equally, the other person may not be in a position to satisfy any costs order. You have to pay our charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them. If the other party is in receipt of legal aid no costs are likely to be recovered.

11 Other parties' costs

11.1 If you are unsuccessful in a court case you may be ordered to pay the other party's legal charges and expenses. Such a sum would be payable in addition to our charges and expenses. Your opponent's costs can be assessed by the court to see if they are reasonable, so you will have the opportunity to review the costs and ask the court to reduce them. Arrangements can sometimes

be made to take out insurance to cover liability for such legal expenses. Insurers will look at a number of factors, the most significant being the strength of your case and the prospect of the premium being recovered from the opponent (where a premium cannot be recovered you may be able to pay the premium yourself, although the cost of this may prevent this from being a viable option). Please discuss this with us if you are interested in this possibility.

12. Equality and diversity

12.1 We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

13. Data protection

13.1 We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- updating and enhancing client records;
- analysis for management purposes and statutory returns; and
- legal and regulatory compliance.

13.2 Our use of that information is subject to your instructions, the Data Protection Act 2018 and our duty of confidentiality. Please note that our work for you may require us to disclose information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you.

13.3 We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information, please notify our office in writing.

14. Storage of papers and documents

14.1 We will store any original deeds and contracts. We may scan and destroy any other documents (including letters) we receive from you or on your behalf. We will not of course destroy any documents, such as Wills, Deeds, securities or certificates which you ask us to hold for you in safe custody. No charge will be made to you for such storage without prior notice being given to you. At the end of your matter we will store any such documents which have not been scanned for the minimum period recommended by the Law Society, which is currently 6 years. At the expiration of this period, we will destroy the remaining documents unless you have requested us in writing not to do so. If you do request us not to destroy the remaining documents, we will write to you telling you that your remaining documents are available. If they are not collected within 28 days, we will destroy them. At any time, we may scan your papers and destroy the originals.

- 14.2 After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. This is known as a 'lien'.
- 14.3 If we retrieve papers or documents from storage in relation to continuing or new instructions to act on your behalf, we will not normally charge for such retrieval. However, we may pass on to you any delivery charges we incur in producing stored papers or documents to you or someone else at your request; we may also charge for reading correspondence, photocopying documents or carrying out other work necessary to comply with your instructions.

15. Outsourcing

- 15.1 From time to time, and after consultation with you and with your permission, we may arrange for work to be carried out by persons not directly employed by this firm. In such cases, we will maintain responsibility for the quality of work that is undertaken on your behalf. We will also do our utmost to ensure that any outsourced activities are subject to the strictest confidentiality arrangements.
- 15.2 Where we arrange for some of this work to be carried out by persons not directly employed by this firm, you will be charged at rates not greater than those detailed in the client care letter and/or terms of business.

16. Auditing and vetting of files

- 16.1 The Firm may seek accreditation under relevant Quality Assurance Schemes which require the auditing of files by external auditors. You agree that your file may be disclosed to such auditors for this purpose. Alternatively, external firms or organisations may conduct audit checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files.

17. Consumer Contracts Regulations 2013

- 17.1 The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ('the regulations') may apply to your contract with us. If so then:-
- 17.2 (except as otherwise provided in these Terms) for a certain number of days you have the right to cancel the contract without giving any reason. The cancellation period will expire at the end of 14 days after the day on which the contract is entered into.
- 17.3 To exercise the right to cancel you must inform us of your decision to cancel this contract by a clear statement for example a letter sent by post, fax or email. Our contact details are set out at clause 2.3 above.
- 17.4 To meet the cancellation deadline, it is sufficient for you to send your communication exercising your right to cancel before the cancellation period has expired.

- 17.5 If you cancel the contract, we will reimburse to you all payments received from you without undue delay and not later than 14 days after the day on which we are informed about your decision to cancel the contract.
- 17.6 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event you will not incur any fee as a result of the reimbursement.
- 17.7 If you requested us to begin the performance of services during the cancellation period, you will pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of the contract, in comparison with the full coverage of the contract.

18. Limitation of liability

- 18.1 We have professional indemnity insurance giving cover for claims against the firm. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy, can be inspected at our offices or made available on request. This coverage extends to all work carried out in England & Wales.
- 18.2 Our liability to you for a breach of your instructions shall be limited to £2 million or such other higher amount as expressly set out in the letter accompanying these terms of business. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.
- 18.3 These limitations apply only to the extent that they are permitted by law. In particular, they do not apply to any liability for death or personal injury caused by negligence.

19 Applicable law

- 19.1 Any dispute or legal issue arising from our terms of business will be determined by English law and will be submitted to the exclusive jurisdiction of the English courts.

20. Complaints Procedure

- 20.1 Whilst we endeavour to ensure that you will be pleased with our service, in the unlikely event that you do have any cause for complaint, this should be made within 6 months of completion of the matter and in the first instance should be raised with the Fee Earner responsible for the day to day conduct of your matter. We have a procedure in place which details how we handle complaints which is available on request from your Fee Earner. Your Fee Earner will attempt to settle any dispute that you may have, however, if for whatever reason you remain dissatisfied following his/her input, you should direct your concerns to our Complaints Department, who will investigate the matter in full.

- 20.2 We have eight weeks to consider your complaint. If, after having exhausted our complaints procedure, you still remain dissatisfied with the outcome you should direct your concerns to the Legal Ombudsman, contactable at PO Box 6806, Wolverhampton WV1 9WJ or by telephone on 0300 553 0333 or by email at enquiries@legalombudsman.org.uk.
- 20.3 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 or within 6 years of the act or omission about which you are complaining occurring (if outside of this period, within 3 years of when you should reasonably have been aware of it). The Legal Ombudsman deals only with complaints by consumers and very small businesses. This means some clients may not have the right to complain to the Legal Ombudsman.

21. Ending our services

- 21.1 You may end your instructions to us in writing at any time, but we will be entitled to keep all your papers and documents while there is still money owing to us for charges and expenses.
- 21.2 We cannot undertake work for you, continue to act for you or remain on the court record if you fail to make any payment on account when requested or settle any outstanding invoice. In these circumstances, we are entitled to terminate this agreement.
- 21.3 We are entitled to terminate this agreement in the following scenarios (which is non-exhaustive):-
 - 22.4 Where you have instructed us to undertake further work which is beyond our expertise.
 - 22.5 Where you have instructed us to act in a way which is unlawful and/or unethical.
 - 22.6 Where you insist on us advancing a case which has no legal or factual basis.
 - 22.7 where it transpires you have misled us/provided us with dishonest instructions.
- 21.8 We may decide to stop acting for you only with good reason. For example, if you do not pay an interim bill or there is a conflict of interest. We must give you reasonable notice that we will stop acting for you.
- 21.9 If you or we decide that we should stop acting for you, you will pay our charges up until that point on an hourly basis and expenses set out in these terms and conditions.

I confirm I have read and understood, and I accept, these Terms and Conditions of Business.

Signed.....

Name.....

Date.....

Email: