

Client Care Letter - Part 2 (February 2024 – Version 3)

Holden & Co LLP Terms and Conditions

The Consumer Contract (Information Cancellation and Additional Charges) Regulations 2013

Your rights under these regulations are as shown in the box ticked below

- The regulations do not apply in this case
- This is an “on premises” contract and the required information is contained in your retainer letter and these terms and conditions
- This is a “distance selling” contract. In addition to the information contained in the retainer letter and these terms of business please also see the commencement and cancellations forms which have been appended to this document. Please note that we will be unable to commence work on your instructions until we have received your signed commencement form or until the expiry of the 14 day period
- This is an “off premises” contract. In addition to the information contained in the retainer letter and these terms of business please also see the Right to Cancel Notice and the cancellations forms which have been appended to this document. Please note that we will be unable to commence work on your instructions until we have received your signed commencement form or until the expiry of the 14 day period. If you have not already signed the commencement form please complete the appended document
- This is an “off premises” contract In addition to the information contained in the retainer letter and these terms of business please also see the Right to Cancel Notice and the cancellations forms which were provided to you at our recent meeting Please note that we will be unable to commence work on your instructions until we have received your signed commencement form. We acknowledge receipt of the signed commencement form.

These terms of business and you

When you instruct us we shall normally send you a letter (“Engagement Letter” which is part 1 of this care letter) confirming your instructions. The terms of that letter and these Terms and Conditions will be incorporated into the contract between us (“The retainer”)

This part of the client care letter sets out the relationship between yourself and Holden and Co LLP Solicitors. As such, it is a formal document and if you have any queries on the same, please do not hesitate to contact us as soon as possible. In these terms and conditions the word partner shall be construed as synonymous to director of any LLP and vice versa. We us or this firm are references to Holden & Co LLP and you or the client are references to you the client

Regulatory Codes

Holden & Co LLP is authorised and regulated by the Solicitors Regulation Authority (SRA) and must comply with any SRA requirements that are in force, including the SRA Code of Conduct 2019 and the SRA Accounts Rules 2019. Both documents can be accessed via the SRA website at www.sra.org.uk/solicitors/handbook. The SRA is the independent regulatory arm of the Law society of England & Wales, our professional body

Setting ourselves standards

What we strive to achieve

We try to set ourselves standards against which others can judge our work. We will strive to do the following for you:

- We will represent your interests and keep your affairs confidential.
- We will explain in plain English the legal work that may be required and what we are going to do for you, how long the matter may take and the likelihood of success.
- We will make sure that you understand the degree of financial risk that you may be undertaking We will keep you informed as to the progress of the matter and where there is no progress when you might expect to hear from us or what we are waiting for.
- We will adopt whichever form of communication you request, and we think is best in the circumstances, bearing in mind that electronic communication may be faster but may not necessarily be the most secure method of communication. Unless you withdraw your consent we will strive to use

this method of communication but we cannot be responsible for the security of the correspondence sent by e-mail nor can we accept responsibility for computer generated viruses

- We will strive to respond in writing to your communications within 5 working days of receipt of your communication by us.
- We will strive to return your call within 3 working days if you ask for a response and leave us a contact number that you can be contacted on.
- We will strive to offer you a routine appointment within 14 days. Clearly if the matter is urgent we will endeavour to see you sooner.
- We will avoid wherever possible using legal jargon when writing or communicating with you and where that is not possible seek to explain what we are talking about
- In order to protect you and to avoid misunderstandings all our calls are recorded for training and monitoring purposes

Please bear in mind that we have to balance what may seem urgent to you within a framework of court and other requirements. Most advisors are in court for a large amount of their time and we may not always be able to achieve the aims that we set for ourselves. Please bear with us in those cases.

Our normal hours of business are between 9.00am and 5.00pm on weekdays. Messages left on our answer phones will be passed to fee earners on the next business day. On rare occasions where the need arises, appointments may be made outside of these hours.

We will communicate with clients regularly about their transaction and discuss and agree with them the action being taken at relevant points in time. If the transaction involves the preparation of any statements and/or documents on the client's behalf, we will check these for the client and obtain agreement to such before the final version is produced. Hopefully, clients will always know what is happening in their matter, although if they do have queries about the up-to-date position or future progress, they should contact the persons dealing who will answer such request within a reasonable time.

In circumstances where emergency or shortage of time or nature of communication necessitates an oral communication rather than an e-mail, this will be undertaken usually upon the telephone and a contemporaneous note will be kept by us. A copy of this note or printed minutes of such will be provided where it is relevant to do so.

Where personal consultation is required, we will make contemporaneous trigger notes and a copy of the same or printed minutes of the meeting and the advice given will be provided when relevant usually in the form of a letter confirming the agreed action. Whilst we will accept and send faxed communications, this will be exceptional and we cannot in advance undertake any responsibility to deal with incoming messages by telephone or fax in priority to other work on the day of receipt but will assign a priority to dealing with the same upon the commencement of business on the next working day. Likewise the fact that you may have sent an e-mail does not mean that we will have received it or that we will assign a priority to it over other work that we may at that stage be undertaking

The client is required to keep us informed at all times of their current address and telephone numbers for communication and about any changes thereof.

Our Responsibilities to You

We will

- Review your matter regularly and communicate with you as agreed or as is appropriate to your case and when there is something material to report
- Advise you of any changes in the law that may affect the case that we are undertaking for you
- Advise you of any circumstances or risks that we are aware of or that could reasonably be foreseeable and that might affect the outcome of your case or the action that you propose
- Advise you that we check before commencing any matter as to whether there is a conflict of interest. As we provide a variety of legal services to numerous clients it is not always possible to identify a conflict. If you become aware of one during the terms of our engagement please make us aware. Should a conflict of interest arise during the matter which means that we are unable to continue with your instructions we will discuss with you the reasoning behind this (where we are able to do so without breaching confidentiality) and how we can both deal with the matter going forward.
- Maintain strict confidentiality concerning your matter and your personal details (save where statute requires us to disclose information, particularly under the Money Laundering Regulations). The advice we give to you is confidential and we do not accept responsibility to any third party who is not our client for any advice that we give to you. Any documents that we prepare for you are specific to the matter that we are instructed on and state or comply with the law as at the date they were prepared.
- Advise you when we are paid or pay a commission for any introduction or service that we supply and account to you

where appropriate for money received.

Scope of our Responsibility

- 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 we cannot guarantee any particular outcome.
- We advise on English Law only and to the extent that it has any bearing on English law, certain aspects of EU law
- We will advise you of any circumstances and risks that we believe are reasonably foreseeable.
- We DO NOT advise on financial investments, tax, surveying, valuations, environmental impact, commercial viability, trading, or marketing issues. We are not qualified accountants, surveyors or financial planners and you should take advice from specialist in the relevant fields and rely on their advice.
- We are not responsible for your matter after you have completed your transaction and the onus is on you to review matters from time to time to see whether your affairs remain current

Your Responsibility to Us

Just as it is important that we report matters to you, it is equally vital that you:

- Inform us when you change address or phone number or close or change your e-mail account
- Provide us with clear unequivocal instructions and answers to questions that we may pose as soon as you are able and within the deadlines that may be expressed in the communication from us requesting the same. (Remember that where the Court sets a deadline for matters to be done that may require us to add to what you are asked to supply.
- Please note that we will rely on the accuracy of information and documentation that you supply and we will not be liable for errors or losses which arise as a result of false, misleading or incomplete documentation or information or any delay which may result from having to correct errors that may arise from information supplied by you or by a third party on your behalf
- Keep all paperwork that you have in an orderly fashion and retain anything that might relate to the matter that we are dealing with, in case at a later stage you are required to provide proof that something has happened or that you have done something.
- Cooperate with any tribunal or expert instructed in the matter
- Notify us if you become aware of any conflict of interest or any other reason why we may no longer be able to continue to act for you
- If you are a company , we are entitled to assume that you have the full authority of the board for all actions or statements that you take or make
- Maintain responsibility for your own actions and be clear about the restrictions that you have agreed with us about what we are able to do or that you have agreed we will do for you within the fee agreement that you have reached with us

Supervision

Each fee earner's work is usually supervised by a lawyer of equal or senior standing. The following is a list of fee earners and their supervisors.

Fee Earner	Supervisor	Status
Jo Holden	Karina Farid	Solicitor
Karina Farid	Jo Holden(Housing) or Annabelle Abraham(Family)	Partner/Solicitor
Charlie Rawlinson	Annabelle Abraham	Solicitor
Willow Burton	Annabelle Abraham	Solicitor
Andrew Denman	Jo Holden	Partner
Departmental Clerks & Trainees	Head of Department in which they are based	Solicitor or Partner

Feedback

If at any stage in the case, you have issues which you wish to raise about the work I am doing for you; you should raise them with me. If you are still not satisfied, you should discuss your concerns with the senior solicitor /Partner in this firm who has overall responsibility for dealing with client's concerns, who also has responsibility for the overall supervision of my work as detailed above.

If you are dissatisfied with what we are doing then we would ask that you raise your complaint with our Complaints Manager, Mr J Holden, who will be pleased to look at the matter and attempt to mediate a solution for you.

Professional Indemnity

In the interests of clients, Holden and Co LLP maintain Professional Indemnity Insurance to a minimum level of £3m. It is believed that the cover is reasonable in respect of work undertaken on this matter and accordingly, we do not accept any liability should you make a claim against this firm for work undertaken on your behalf on this file in excess of our insurance cover. Full details of the policy can be obtained on application to our administration department at Robertson Street Hastings

Fees

With regards our charges or costs, where applicable to your matters we will:

- Advise you whether or not you may be eligible for public funding for the work that you require to be undertaken, and if you are we will not be able to undertake any work on your behalf until the public funding has been granted or at such times as funding is embargoed by the funding authority whilst they investigate or re-assess your means. If you have public funding we will only be able to act within the financial and other limits imposed by the granting authority. Should you require work to be done outside of the scope of the public funding then you must agree in advance with us how you intend to pay for this work and the provisions set out in this letter relating to privately paying clients will apply in full.
- Consider with you whether your liability for costs (including those of the other side) might be covered by alternate sources of funding including insurance or trade union assisted funding
- Provide you with the best possible information at the time of the likely costs including a breakdown of our charges, VAT, and those payments that we believe that we are going to have to make to others (known as disbursements). This may be as an agreed fixed fee, or a realistic estimate of the likely costs or a forecast of the likely cost bracket if at that stage it is not possible to be more specific.
- Where costs are dependent on an amount of time being spent we will supply you with a clear explanation of the best estimate of the length of time that we think the matter will take
- Inform you where the estimate of costs is not intended to be fixed and where and in what circumstances the costs may increase and how long the estimate of costs is good for if you are seeking an estimate for something that might not occur immediately
- Inform you of the limitations on the estimate of the costs and what we envisage will and will not be included within that estimate
- Explain that, if you are a privately paying client, you are entitled to set an upper limit to the level of costs that you are prepared to incur.
- Explain to you, where it is reasonably foreseeable when you might expect to have to make payments to us or to third parties and how much they are likely to be
- Inform you at least every 6 months whether the estimate of your costs is accurate and provide you with updated costs information
- Where appropriate explain to you that you might be liable for the costs of the other side in litigation as well as your own and that these costs may be enforced by order of a court or tribunal regardless of the outcome of the case
- Where applicable explain, as we do later in this letter (under costs recovered) that in the event that you are awarded your costs to be paid by a third party that this may not cover all of the charges that you may have incurred with us
- Review the costs position and where it applies your eligibility to public or other funding on a regular basis and whether there are alternate methods that may be available to assist with your funding.

Your Costs

- 1 The basis upon which you have instructed Holden and Co LLP is set out in part 1 of this letter.
- 2 Unless you are being funded through legal aid (or some other third party funding arrangement), have agreed with us fixed fee or have agreed with us some form of no win no fee or contingency arrangement until otherwise advised, our charges will be in accordance with the hourly rates advised below and on our estimate given at paragraph 8 below. If the matter proves abortive (does not proceed), it will be charged on a pro rata rate for the work done, based again on the hourly charging rate shown below. This will include attendances upon you and others; any time spent travelling; considering, preparing and working on papers, correspondence and making and receiving telephone calls.
- 3 Each partner, solicitor and other fee earner's time is charged out at an hourly rate which reflects overhead costs. Routine letters sent out by the firm are charged at 6 minutes per page, telephone calls at 6 minute units and consideration of letters received at 3 minutes per page. The full hourly rates are:

Hourly Rates

Level 1	Partners and Senior Solicitors	£278.00
Level 2	Assistant Solicitors/Legal Executive over 4 years' experience	£233.00
Level 3	Assistant Solicitors/Legal Executive under 4 years' experience	£189.00
Level 4	Trainee Solicitor/Legal Executive	£134.00

Your work will predominantly be undertaken by the fee earner whose level of seniority is set out in the earlier part of this letter under "who is dealing with the matter", we reserve the right to increase the seniority of fee earner dealing with your matter where the circumstances of the case warrant this.

When the instructions of the client necessarily require that interviews, inspections, or other work is carried out, outside normal hours or our offices, Holden and Co LLP reserve the right to increase the level of charge to the hourly rate charged for such work but will inform you of their decision on this before undertaking the same.

- 4 The hourly rates referred to above are normally reviewed annually and take effect from 1st May to reflect changes in salary and other overhead costs. Details of these rates or any revision occurring during the continuance of a transaction will be supplied to a client on request. These rates may not be appropriate in cases of exceptional complexity or urgency. Where it becomes apparent that such circumstances exist, Holden and Co LLP reserve the right to cease acting for you unless revised rates are agreed in substitution for future work. However, normally changes in the hourly rates will not affect conveyancing work already being undertaken upon the basis of an estimate based upon our tariff charges.
- 5 An additional charge may arise if the transaction involves a substantial financial consideration or benefit to the client, and be based on our assessment of the import thereof to reflect the importance of the transaction and the responsibility falling on the firm. Further information on the calculation of the value element and whether it will be applied in your case will be supplied on request, but for most residential transactions is reflected in the tariff charges. This may be reviewed upon a risk analysis basis when more is known about the transaction and the circumstances surrounding the same.
- 6 Disbursements include payments made by Holden and Co LLP on behalf of the client, e.g., search fees and reports. Holden and Co LLP have no obligation to make such payments unless funds have been provided by the client for that purpose. VAT is payable on certain disbursements. In particular, if we feel that the case requires the instruction of Counsel, or you request that Counsel is instructed for you, no such instruction will be undertaken unless and until sufficient sums have been deposited with us to cover all of Counsel's anticipated fees and disbursements.
- 7 Subject to certain exceptions contained within the Conditional Fee arrangements that Holden and Co LLP may have in relation to some matters fees are payable whether or not a transaction is successfully completed. If any case or transaction does not proceed to completion for any reason during the period in which the firm is instructed, then Holden and Co LLP shall be entitled to charge for work done on the basis set out above but, in its absolute discretion, the firm may waive part or all of such entitlement to fees.
- 8 Earlier in this letter we supplied you with a fees estimate
- 9 We have asked you for money on account of the estimated fee and disbursements. In paying this, you authorise us to take disbursements incurred on your behalf from this sum from time to time. We will bill your file regularly and account to you for the costs incurred to that date and expect that you will discharge any sums due after taking account of the money that you have let us have on account of costs. We will request that you deposit further sums with us on account of costs from time to time and you may find it more convenient to set up a regular payment to us for the continuing costs throughout the case by means of a standing order.

Arrangement for payment of our fees

- 1 Except in cases where fees are to be met through a third party arrangement including legal aid, or where we have agreed a no win no fee agreement or specifically agreed that fees will only fall due at the end of the matter such as in a conveyancing transaction, we ask that clients make regular payments as agreed with us on account of the estimated or fixed fee
- 2 When the work that we do for you is to be paid for as the matter proceeds, an account will be rendered to you from time to time on account of the work that has been done and if that account remains outstanding for more than our terms of business, then we reserve the right to cease to work for you until the account has been brought into credit with sufficient sums to enable the next steps in the case to be taken. We will not be held liable if your delay in making funds available to us, adversely affects your case.
- 3 Normally, a final invoice is rendered at the conclusion of the matter and payment is due within 30 days from the invoice date. In conveyancing and wills & probate matters alternate arrangements may be made for when payment is due and these will supersede the terms set out in this section of the letter.
- 4 Interest will be charged at 4% over Barclays Bank Plc base rate from time to time from the date of delivery of an account in cases where payment is not made within 30 days of such delivery.
- 5 In cases of transactions continuing for some period of time, many clients find it convenient to arrange regular payments on account by way of Standing Order. Payments by Credit Card can also be accepted. Clients who wish to

- 6 make use of any of these facilities should discuss it with the persons dealing with their transaction.
Nothing herein supersedes your rights contained in statute regarding our charges and your rights to challenge these.
- 7 In the event that a client wishes to instruct another firm, Holden and Co LLP reserve the right to retain the papers until all outstanding invoices are paid in full.
- 8 In the event that your account is outstanding at any stage Holden & Co LLP will exercise a lien over your papers, ie they will retain the same and not release them to you or your order, until the account has been cleared in full.

Interest Payments

If Holden and Co LLP holds money on a client's behalf, subject to the terms of this paragraph, interest will be calculated and paid to the client in accordance with the Solicitors' Regulation Authority Accounts Rules 2019. Subject to certain minimum amounts and periods of time prescribed by the Rules, interest will be calculated and paid at the rate from time to time payable on Barclays Bank Plc Business Deposit Accounts. The period for which interest will be paid will normally run from the date on which funds are received by us until the date of issue of any cheque in discharge thereof. These terms do not apply to an amount of interest of £20 or less, in which case Holden and Co LLP would not account to the client. Interest will be paid gross and it will be your responsibility to disclose the same to the relevant tax authority

Where clients obtain borrowing from a lender, Holden and Co LLP will request the lender to arrange that the advance cheque is received by Holden and Co LLP a minimum of four working days prior to the completion date to ensure that cleared funds are available in time for completion. Clients should note that lender may charge interest from the date of issue of the cheque.

Financial Services

This firm is not authorised by the Financial Conduct Authority. However, under the **SRA Financial Services (Scope) Rules 2001**, we can undertake certain limited work so long as it is incidental to the main work that we are doing for you. For instance, sometimes conveyancing/family/probate and company work involves investments and whilst we are not authorised by the Financial Conduct Authority we can provide certain limited services in relation to investments, provided they are closely linked to the legal services that we are providing to you, as we are regulated by the Solicitors Regulation Authority.

If we are entitled to any commission or payment for this we will account to you for the same. Further details can be accessed via the Financial Conduct Authority website at www.fca.org.uk.

Payment of money in cash

For reasons of security and to comply with the Money Laundering Regulations (where we are required to account for the source of all funds paid into our clients' account) we will not accept payments in cash of any sum in excess of £2000.

Money held for clients

We place all our clients' funds with Barclays Bank PLC.

In the unlikely event of the collapse of Barclays Bank we cannot be liable for matters that clearly are beyond our control as we have exercised all care in the choice of the financial institution into which your funds have been placed based on present financial knowledge of that institution.

Should you have to make a claim under the Financial Services Compensation Scheme (FSCS). There are certain criteria that need to be satisfied and these include a limit of £85,000 for any one claim.

The £85,000 FSCS limit applies to the individual client, and so if you hold other personal monies in Barclays the limit remains £85,000 in total. If you are a corporate body unless you are considered a small company by FSCS, then they will not pay compensation.

Please remember that that some deposit-taking institutions have several brands, i.e. where the same institution is trading under different names. You should check either with your deposit-taking institution, the FSA, or a financial adviser for more information.

Complaints

If you have any problem with the service, we have provided for you or the account that we have rendered you then please let us know. We will try to resolve any problem, quickly and operate an internal complaint handling system to help us to resolve the problem between ourselves. (Full details are set out on our web site. A copy of our leaflet entitled "If you have a Complaint" was given to you when we first saw you and further copies are available from us if you require them or you can visit our website www.holdenandco.co.uk where a copy is displayed.) If for any reason we are unable to resolve the problem between us, then we are regulated by the Solicitors Regulation Authority and complaints and redress mechanisms are provided through the Legal Ombudsman.

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Complaints Service is the independent complaints handling body of The Law Society.

The Legal Complaints service can be contacted via www.legalombudsman.org.uk

The Legal Ombudsman will entertain a referral provided that the matter complained about occurred after 5th October 2010 and either you complain within one year of the act or omission or within one year from when you should reasonably have realised that you had a cause for complaint, whichever is the latter. In exceptional circumstances the Ombudsman can exercise his discretion to extend this time span.

You must make your complaint to them within 6 months of the conclusion or breakdown of any complaints resolution process

operated by Holden and Co LLP if you are not satisfied with the way that the matter has been resolved or left. There are other requirements of the Ombudsman scheme that are set out in full at the web address given above or which can be obtained from their office on 0300 555 0333 or by post to PO Box 6167, Slough, SL1 0EH or by email to enquires@legalombudsman.ork.uk.

The Legal Ombudsman may not deal with a complaint about a bill if you have applied to the court for an assessment of that bill.

Data Protection

We will need to hold personal data about you in order to conduct your case and to satisfy our Anti Money Laundering obligations. Your data will be held confidentially and we will only disclose any personal data to a third party in order to progress your case or according to our legal obligations under the Money Laundering Regulations 2017. Your data will be held according to the timescales set out for storage of papers in our Terms and Conditions, and by signing this letter you agree that we may keep this data for these timescales. We may, from time to time, use these details to send you information which we think may be of interest to you. If you believe there is a problem with our data processing, please contact us or use our Complaint Procedure, which is also in our Terms and Conditions.

Under the General Data Protection Regulation 2016 you have the following rights over your personal data:

- you can request a copy of the personal data we hold about you, either verbally or in writing, which will be provided to you within one month
- you can have inaccurate personal data corrected
- you can ask to have your personal data erased unless that contravenes a legal obligation or the public interest
- you can ask us to restrict processing of your data eg. you may not want us to use it for marketing purposes.

The person at Holden & Co with overall responsibility for Data Protection is Beryl Lovett who is our Data Protection Contact.

We will not correspond with you by e-mail unless you have agreed specifically with the office and we are satisfied that your computer is virus-free.

Where we are acting for two or more clients jointly it is on the clear understanding that we are authorised to act on instructions from either both or any of them.

Storage of papers and deeds

Following the conclusion of a transaction or case on behalf of a client, Holden and Co LLP will retain the client's file of papers for such a period as they shall deem appropriate in their absolute discretion, after which time the file is destroyed. This means that files will be retained for 6 years, or 12 years for conveyancing, probate and company formation matters, but not necessarily thereafter. Powers of attorney and court of protection matters will be kept indefinitely. Please note that some personal information will be retained indefinitely sufficient to comply with the firm's regulatory obligations for conflict of interest checking.

Holden & Co LLP provide a safe custody service to clients in respect of wills, deeds and other securities and no charge will be made to the client for such storage unless prior notice in writing is given to the client of a charge to be made from a future date to be specified in that notice. Please note Holden & Co LLP accept no liability for any loss or damage, howsoever caused, in the event that such documents are inadvertently destroyed or mislaid. Clients are always best advised to retain their own documents.

Where stored papers, wills, deeds or securities are retrieved from storage by Holden & Co LLP, the firm in connection with continuing or new instructions to the firm to act in connection with the client's affairs, there is a charge of £50.00 plus VAT for such a retrieval. Holden and Co LLP reserve the right to make an administration charge based on the time spent in retrieval and or perusal, correspondence or other work necessary to comply with the instructions given by or on behalf of a client or former client for whom papers, will, deeds or securities are stored.

Money Laundering Regulations

Under the Money Laundering Regulation 2017, save in litigation matters and will drafting we are required to identify and verify clients and directors of Companies and to keep that information current. By signing this letter you agree that we may verify information that you have supplied to us using such sources as are available, including on line sources. If these checks do fail to provide satisfactory verification we will ask you to provide us with such information as is required under the rules to enable us to continue to act for you. We are required to keep this information for 5 years to fulfil our obligations under Money Laundering Regulation 2017, and by signing this letter you agree that we may keep this information for the timescales set out for storage of papers in our Terms and Conditions.

Proceeds of Crime Act

Under the Proceeds of Crime Act we have to take full proof of ID from you. We usually do this at the first meeting. However, if we have not yet done so for whatever reason, we will ask you to make an appointment for this as soon as possible. We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself. A copy of the firm's money laundering policy accompanies this letter and further copies are available either from our website or from the office.

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: legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a disclosure. If, while we are acting for you, it becomes necessary to make such a disclosure, we may not be able to inform you that it has been made, or of the reasons for it, because the law prohibits 'tipping-off'. Where the law permits us, we will tell you about any potential money laundering problem and explain what action we may need to take.

Disclosure of files and information

As Holden & Co LLP holds Lexcel and other accreditations the firm may be subject to audit or quality checks by external firms or organisation. This could mean that your file is required for checking by outside auditors. If your file is chosen we would need your consent to disclose it. We can assure you that the assessors are all conducted in the strictest confidence. We will assume that

you consent to the disclosure of your file on these strict terms unless you advise us at any stage to the contrary that your consent is withheld

We may also outsource work. This might be for example typing or photocopying or costing, or research and preparation to assist with your matter. Information from your file may therefore be made available in such circumstances. We will always aim to obtain a confidentiality agreement with the third party. If you object to us outsourcing any of your work you should inform us.

As part of your matter it may be necessary to discuss this matter with an estate agent, bank or accountant. If you have arranged financial services we may have to disclose dates, etc. to satisfy their requirements. In turn they may want to allow access to information gained for audit purposes. If you do not want us to discuss matters with a third party without first consulting you, you must inform us

If we are dealing with a property matter for you we will usually be instructed by your lender. Although we owe a duty of confidentiality to you, we also owe a duty to your lender to disclose material which might materially affect their decision to grant or to continue their offer of finance. Such information might include changes in the purchase price, allocation of some money for fixtures and fittings, incentive payments, charge backs or allowances for costs etc. or deposits being paid by third parties. By agreeing to instruct us you agree that we are authorised to disclose to your intended lender any relevant information that might arise during the transaction which might affect their decision to lend to you in whole or part

Solicitors are not allowed to disclose information about a client's affairs without authority. By signing and returning this letter you authorise us to disclose to other parties in property transactions and if applicable to others in a chain of transactions and their agents and advisors all information that we have in relation to the transaction, including related sales and mortgages and preference for dates for exchange and completion. You may withdraw this authority at any stage, but if you do so you must appreciate that we will have to advise others that we are dealing with in relation to your matter of this fact

In order to comply with court and tribunal rules, all documentation relevant to any issues in litigation, however potentially damaging to your case, have to be preserved and may be required to be made available to the other side. This aspect of proceedings is known as 'disclosure'. Subject to this, we will not reveal confidential information about your case except as provided by these terms of business and where, for example, your opponent is ordered to pay your costs, we have to meet obligations to reveal details of the case to them and to the court.

Equality and Diversity

Holden and Co LLP 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.

Termination

You may terminate your instruction to us in writing at any time, but we will be entitled to keep all of your papers and documents while there is money owing to us for charges and expenses. We may decide to stop acting for you with good reason, for example you fail to pay an interim bill or fail to give us adequate instructions or information. We must give you reasonable notice if we stop acting for you.

Future Instructions

Unless otherwise agreed in writing, these Terms and Conditions of Business apply only to the current instructions, and instructions received in relation to any other matter will be subject to the Terms and Conditions effective at the time the new instructions are confirmed.

Postage

If the correct postage is not applied to any item of post sent to us we will seek recovery of the Post Office charge levied against us plus an additional admin fee of a minimum of £5.00.

Litigation specific issues

Costs recovered

In some litigation cases, a successful client may be entitled to the payment of costs by some other party to the proceedings. However, it is rare for the system of "taxation" of costs, as it is known, to result in the other party having to pay the full amount of the costs incurred by the successful client. If the other party is in receipt of Legal Aid, no costs are likely to be recovered. In the event that a client is successful and costs do fall to be paid by the other party, interest can be claimed on those costs against the other party as from the date on which the Order for costs was made. To the extent that any of the fees and disbursements of Holden and Co LLP have been paid on account by the client, Holden and Co LLP, will account to the client for interest on such sums but will otherwise be entitled to retain it.

Clients must note that the primary liability for costs incurred with Holden and Co LLP is that of the client, even in a case where it is expected that an Order for costs will be obtained against another party. Further, the costs of seeking to enforce any such Order for costs against another party, have to be met by the client.

Damaged Based Agreement

If, we discussed with you a damage based agreement and you entered into such an agreement then this means that you have agreed with Holden and Co LLP that they will be entitled to receive 50% (not Personal Injury Cases) of the damages that you may receive together with VAT at the appropriate rate. Holden and Co LLP will have entered into a separate agreement with you called a Damage Based Agreement (DBA) and this agreement will set out the terms on which we have agreed to act. In that agreement you will have given authority to Holden and Co LLP to enforce any award so as to ensure that the payment is received. When you signed the DBA it was made clear to you that there was no other means of funding the litigation that you were wishing to participate in.

Legal Aid specific issues

Funding for the case - Legal Aid

I confirm that we are acting for you free of charge (subject to the statutory charge exception below) under the Legal Aid Scheme covering Legal Help and Help at Court. At the time that the Legal Help form was completed I assessed your means, but should your means change at any stage then you must tell me so that I can assess whether you still qualify

The Legal Help and Help at Court Scheme cover initial advice and may include the costs of some disbursements. Disbursements include such things as court fees, travelling expenses, fees charged by third parties to us, e.g., medical reports or process server's fees.

The Legal Help and Help at Court Scheme can cover representation at Court for certain matters. If it does not cover such representation, we will inform you.

Subject to this financial limit, the 'Legal Help' scheme should cover the work involved in advising you and helping you with your case and applying for legal aid if necessary.

We are obliged to tell you from time to time what costs have been incurred in your matter and we have given this to you in part 1 of this letter. You may be required to repay these out of any money that you either preserve or recover

Devolved Funding

In some cases and in view of the urgency of the above matter and its importance to you we are able to grant an emergency funding certificate. If this has been done in your matter it is imperative that you complete all the forms that are sent to you by the Legal Aid Agency as otherwise the grant of funding that we have made may not be ratified and in that case you will be liable for all the costs that we have incurred personally as if you were paying for this matter privately.

Statutory Charge Exemption

The Statutory Charge is a charge levied by the Legal Aid Agency in relation to any legal costs which are incurred under a full public funding certificate. A public funding certificate provides a higher level of public funding when proceedings are issued or proposed than Legal Help, Family Help (Lower) or Help at Court. The legal costs become payable if you recover or preserve any money or property in connection with a matter for which you received higher level public funding. If there is more than one matter for which you receive full public funding, i.e. children matters and a financial settlement on divorce, the Statutory Charge incorporates all costs, not just the cost of dealing with the financial matter. The Statutory Charge also incorporates the costs incurred under the Legal Help and Family Help (Lower) Scheme. In family cases, the Statutory Charge is payable in a case where you recover or preserve property under the Legal Help or Family Help (Lower) Scheme, if the costs become exceptional. We would advise you of this later in the case if it appeared to us that your costs may become exceptional for Statutory Charge purposes.

Costs/Benefits

As public money is being expended on your behalf in order to resolve your problem, it is necessary to balance the benefit you will receive by our acting on your behalf with the costs that the public purse will incur by us so-doing. We have to continually keep under review this issue of costs/benefits. At the present time we are satisfied that the expenditure of the public funding can be justified on the grounds of the benefit you are likely to receive from the actions we take on your behalf.

Conditional Fee agreements (No win no Fee) – Personal Injury Cases

Conditional Fee Agreements (the so called "no win no fee" arrangement)

We have discussed with you the way in which the legal costs of your claim are to be funded. You informed us that you did not have any insurance policies or any credit cards to which insurance may be attached and you were not a member of a trade union or other like organisation which could have covered you for your legal costs in pursuing this personal injury claim and also may have indemnified you in respect of your opponent's legal costs should you be ordered by a Judge to pay them.

We also discussed other methods of financing your case including Public Funding/Legal Aid (not available), cash funding by you or by anyone else on your behalf and damages based agreements. We have explained to you in detail how a Conditional Fee Agreement works and we believe that this is an appropriate way for you to fund your claim in the light of the fact that you do not have any other means of funding available. We confirm that this firm is not prepared to offer a damages based agreement for this claim.

We enclose a copy of the Conditional Fee Agreement that you have entered into with this firm.

Paying us if you win

If, you win your claim, you pay our basic charges, our expenses and disbursements and a success fee together with the premium for any insurance you take out.

You are entitled to seek recovery from your opponent of part or all of our basic charges and our expenses and disbursements, but not the success fee or any insurance premium.

Schedule 2 of the Conditional Fee Agreement shows how we calculate our basic charges.

It may be that your opponent makes a formal offer to settle your claim which you reject on our advice, and your claim for damages goes ahead to trial where you recover damages that are less than that offer. If this happens, we will not claim any success fee or basic charges for the work done after we received notice of the offer or payment but we require you to pay expenses and disbursements for this period. You may be able to take out insurance cover to fund these expenses and disbursements. You should be aware that in these circumstances, you may be ordered to pay your opponent's costs, but (unless you are found to have been fundamentally dishonest in the claim) any order will normally only be up to the amount of damages and interest

awarded to you.

What do I pay if I lose?

If you lose, you do not pay any base costs or success fee but we require you to pay our expenses and disbursements. You may be able to take out insurance cover to fund these expenses and disbursements.

If you lose you may be liable to pay some or all of your opponent's costs. However you will normally have the benefit of Qualified One-Way Cost Shifting so the court will not usually enforce an order for costs against you, unless:

- the proceedings have been struck out; or
- the claim is fundamentally dishonest; or
- the claim includes a claim for the financial benefit of someone else.

Taking out an insurance policy on your claim

You do not have to take out insurance cover on your claim. If you do not take out such cover then we will need you to pay expenses and disbursements prior to them being incurred by us.

Insurance cover can be obtained at different stages of the claim to cover the following:-

1. To cover the cost of our expenses and disbursements should you lose your claim. You do not have to pay our charges if you lose your claim.
2. To cover your opponent's costs. Should your opponent make a formal offer to settle your claim and you reject it but then do not obtain a settlement at Court which is more advantageous then you may be ordered to pay your opponent's costs, but (unless you are found to have been fundamentally dishonest in the claim) any order will normally only be up to the amount of damages and interest awarded to you.
3. If your opponent makes a formal offer to settle which you reject on our advice and then do not obtain a settlement at Court which is more advantageous then, if selected you could insure the original offer such that you do not run the risk of receiving a lower award at Court.

You will be responsible for paying the premiums for this insurance if you win unless your claim is for clinical negligence in which case you may be able to recover part of the premium. If you lose the premium may still be payable. Full details will be contained in the insurance policy documents. My firm will have no financial interest in offering any insurance policy to you.

You have instructed us to obtain insurance cover in respect of disbursements/expenses in the first instance. We can increase the insurance as the case progresses to cover further risks if need be.

Success fee

On winning the claim this firm can receive a "success fee" on top of our basic costs. The success fee correlates with the percentage chance of success we assess your claim has at the start. Should your case go to trial then the success fee will always be 100%, namely we will receive twice our normal (basic) hourly charge. You are responsible for payment of the success fee. We cannot recover the success fee from your opponent.

If your claim settles before a trial then a lower success fee applies as stated in the Agreement.

The reasons for setting the success fee at the proposed percentage include those reasons given above regarding our assessment of your chances of success. We reserve the right to charge a Success Fee at up to 100% depending on the level of risk and complexity

The success fee cannot be more than 100% of the basic charges in total.

Cap on the amount of success fee which you will pay us in the event of success in proceedings

In addition, there is a maximum limit on the amount of the success fee which we can recover from you.

In proceedings at first instance, that maximum limit is 25% of the total amount of any:

- (i) general damages for pain, suffering and loss of amenity; and
- (ii) damages for pecuniary loss, other than future pecuniary loss;

which are awarded to you in the proceedings covered by the agreement. The maximum limit is applicable to these damages net of any sums recoverable by the Compensation Recovery Unit of the Department of Work and Pensions. The Success Fee is paid from your damages and is only payable if you win your case.

However, this maximum limit applies only to a success fee for proceedings at first instance and not to a success fee in other proceedings (such as, for example, an appeal against a final judgment or order). In proceedings other than proceedings at first instance the maximum limit is 100% of the types of damages set out in (i) and (ii) above. Again this maximum limit is also applicable to these damages net of any sums recoverable by the Compensation Recovery Unit of the Department of Work and Pensions.

These maximum limits are inclusive of any VAT which is chargeable.

These maximum limits include any success fee payable to a barrister who may enter a CFA with us.

We will provide you with a copy of any relevant judgment or of our calculation of any settlement showing how much of your damages should be attributed to General Damages and Past Pecuniary Loss, net of any sums recoverable by the Compensation Recovery Unit.

If you do not agree our calculation and this makes a difference to the amount of the Success Fee payable by you then we will put the matter for determination by an independent barrister of at least 10 years call, to be appointed by agreement between us or, in default of agreement, by the President of the Law Society of England and Wales, such barrister to act as expert and not as arbitrator and his decision shall be binding. The barrister's costs for assessing the issue are to be paid by you if the barrister agrees with us, but otherwise are to be paid by us.

You also have the right to apply to the court for assessment of our costs, including our success fee.

We have explained to you what "success" will be in your case and that our basic costs, expenses, disbursements, success fee and insurance premium become payable when that occurs. We also told you that you could become liable for these basic costs, expenses, disbursements, success fee and insurance premium if the Agreement is brought to an end by you or us in certain circumstances. These circumstances are set out in the Law Society Conditions attached to the Conditional Fee Agreement you signed.

We do want to be sure that you have a clear understanding of the effect of this Agreement in the event, as we hope, that your claim is successful. Although you are responsible for payment of my firm's basic costs, expenses and disbursements you are entitled to claim recovery of most of these from your opponent. You cannot recover the success fee or the insurance premium from your opponent. These are payable by you. The amount of the success fee we are able to claim from you is capped as stated above. The initial insurance premium has been advised to you. The premium is payable on you receiving compensation or on earlier termination of the case and Agreement we enter into with you.

Criminal Matters specific issues

If you are convicted in a criminal matter you will be liable in addition to the penalty that the court may impose to prosecution costs which will be in the region of £85 on a guilty plea and £320 if the matter proceeds to trial. Further you will be liable to a victim surcharge which is set by the Court at various sums depending on the severity of the offence upon which you are convicted

Conveyancing specific issues

Holden & Co. LLP is accredited as part of the Law Society's Conveyancing Quality Scheme. The scheme is designed to improve transparency of transactions, raise service levels and provide better communication and a more efficient process. To achieve this we need your authority to enable us to share information with other parties involved in this transaction and any related chain of transactions.

By signing and returning the authority form below, you will be confirming that we have your authority to provide information to other parties in accordance with the Law Society Conveyancing Protocol. If you do not wish us to do so please delete the authority at the end of the letter when you sign and return the copy to us".

"I agree to you providing information to other parties in accordance with the Law Society Conveyancing Protocol."

Signed.....

Dated.....