



Berlad Graham – Terms of Engagement

1. Our commitment to you

1.1. To communicate in plain and clear language. If, having read these Terms of Engagement (“TOE”), the client care letter (“CCL”) or any other communication, you have any queries please do not hesitate to contact us for further clarification.

2. Our hours of business

2.1. Our main phonedlines are open between 9.00am and 5.30pm Monday to Friday.

3. People responsible for your work

The fee earner responsible for your work on a day to day basis will be named in our CCL. Before transferring responsibility for your case, we will tell you promptly of the proposed change and why it may be necessary.

4. Charges and expenses

4.1. Our charges will be calculated mainly by reference to the time spent by our staff in respect of any work which they do on your behalf. This may include meetings, reading, preparing, drafting, making and receiving telephone calls, e-mails, faxes and text messages; preparation of any detailed costs estimates, schedules and bills; attending at court; and time necessarily spent travelling away from the office. From time to time we may arrange for some of this work to be carried out by persons not directly employed by us; such work will be charged to you at the hourly rate which would be charged if we had done the work ourselves.

4.2. We charge in whole units of one-tenth of the hour being six minutes a unit. There would be no partial unit recording. For example, seven minutes actually spent is recorded as two units. We will add VAT to our costs at the applicable rate.

4.3. The fee earners hourly rates are detailed in our CCL. These hourly rates are reviewed periodically, and we will notify you of any change.

4.4. In addition to the time spent, we reserve the right to apply an additional charge in a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken and any particular expertise which the case may

demand. An increase in rates may be applied to reflect such factors. In property transactions, in the administration of estates and in matters involving a substantial financial value or benefit to a client, a charge reflecting, for example, the price of the property, the size of the estate, or the value of the financial benefit may be considered. Where an increase in the rates or a charge reflecting any value element is to be added we will explain and when possible discuss it in advance with you.

4.5. We have to pay out various other expenses on behalf of clients (for example Land or Probate Registry fees, court fees, experts' fees, Counsel's fees). These charges are called disbursements. We have no obligation to make such payments unless you have provided us with the funds for that purpose. Some disbursements are subject to VAT, which will be payable by you in addition to the disbursement.

4.6. If, for any reason, the matter does not proceed to completion or concludes, we will be entitled to charge you for work done and expenses incurred. This is often referred to as abortive fee.

4.7. We also reserve the right to charge an abortive fee for any booked meeting you fail to attend or cancel less than 24 hours in advance.

5. Payment arrangements

5.1. *Property Transactions.* We will normally send you our bill following the exchange of contracts and payment is required on a purchase prior to completion; and at completion on a sale in the event the net proceeds will be sufficient to cover these costs. If sufficient funds are available on completion, and we have sent you a bill, we will deduct our charges and expenses from the funds without further reference to you.

5.2. *Administration of Estates.* We will normally submit monthly interim bills or at regular stages during the administration, starting with the obtaining of a Grant. The final account will be prepared when the Estate Accounts are ready for approval. We may charge, in addition to our hourly rate, a further percentage in accordance with the Law Society guidelines as outlined in the CCL.

5.3. *Other cases or Transactions.* It is normal practice to ask clients to pay interim bills and sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. We find that this helps clients in budgeting for costs as well as keeping them informed of the legal expenses which are being incurred. If such requests are not met with prompt payment, delay in the progress of a case may result. In the unlikely event of any bill or request for payment not being met, we reserve the right to stop acting for you further.

5.4. If we hold money on client account that has been earmarked for fees and we properly require payment of those fees by sending you a bill of costs or other written notification of the costs incurred we will transfer that money to our office account to discharge those fees without further notice.

5.5. Payment is due to us within 14 days of our sending you a bill. We reserve the right to charge you interest on a daily basis at 4% above Lloyds Base Lending Rate from time to time from 28 days after delivery by us of the bill.

5.6 Payments should be made to the bank account set out in our CCL. We will never advise you of a change in bank details by email or telephone.

5.7. It is standard procedure to request money on account of fees and expenses. Should we have to instruct Counsel (barrister) in connection with your case, Counsel's estimated fees must be paid to us at least 14 days prior to the intended submission of the papers to Counsel. In signing the CCL, you

accept that we will not be obliged to account to you for any interest earned on monies to your credit in client account.

5.8. You have rights under Sections 70 and 72 of the Solicitors Act 1974 to apply to the Court to have our invoices assessed by an officer of the Court in a process known as assessment. Such application (should you wish to make it) should be made by you within one month (and not more than 12 months) of delivery of the invoice. Further information about this will be made available to you on request.

5.9. We are entitled to retain any money, papers or other property belonging to you which properly come into our possession pending payment of our costs, whether or not the property is acquired in connection with the matter for which the costs were incurred. This is known as a “general lien”. We are not entitled to sell property held under a lien, but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of costs.

5.10. If we are conducting litigation for you, we have additional rights in any property recovered or preserved for you whether it is in our possession or not and in respect of all costs incurred, whether billed or unbilled. We also have a right to ask the court to make a charging order in our favour for any assessed costs or any other costs due to us.

5.11. We do not accept payments in cash which total more than £500.00.

5.12. We reserve our right to pay money due to you by either a cheque payable to your or a bank transfer to your account.

5.13. You will always be personally liable for the payment of our fees.

6. Other means of funding

You may wish to consider the following alternative means of funding: –

(i) whether your liability for your own costs may be covered by a policy of insurance in our favour;

(ii) whether your potential liability for your opponent’s costs may be covered by an existing policy of insurance or, if not, whether you should consider taking our “after the event” insurance to cover such potential liability;

(iii) whether your liability for your own costs and/or those of your opponent may be paid by another party, eg your employer or trade union.

(iv) we are not able to offer legal aid, but it is for you to investigate it further as you may be eligible to receive the benefit.

7. Legal privilege

Please note that any documents (which do not relate to any ongoing or contemplated litigation) sent to us will only be privileged from disclosure to a third party if: –

(i) they are sent to us by you or those individuals on your behalf who are entitled to instruct us; and

(ii) they relate to the giving or receiving of legal advice in connection with your rights and obligations.

8. Other parties charges and expenses

8.1. In some cases, you may be entitled to payment of some of your costs by a third party.

Irrespective of any such entitlement, you remain liable to pay our charges in full.

8.2. You will also be responsible for paying our charges and expenses of seeking to recover any costs that the court orders the other party to pay to you.

8.3. In addition to our costs and charges, in certain circumstances you may be required to pay the other party's legal charges and expenses.

9. Interest payments

9.1. Any money received on your behalf will be held in our Client account. Subject to certain minimum amounts and periods of time set out in the Solicitors' Accounts Rules, interest will be calculated and paid to you (after deduction of any administration charges) at the rate from time to time payable on Lloyds Designated Client Accounts. The period for which interest will be paid will normally run from the date(s) on which cleared funds are received by us until the date(s) of issue of any cheque(s) from our Client Account.

9.2. Where you obtain a mortgage from a lender in a property transaction, we will ask the lender to arrange that the loan funds are received by us a minimum of four working days prior to the completion date. If the money can be telegraphed, we will request that we receive it the day before completion. The lender may charge interest from the date of issue of their loan funds or the telegraphing of the payment.

10. Storage of papers and documents

10.1. 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. Once our invoices have been paid in full, we will invite you to collect your physical file.

10.2. If you do not wish for us to send you the papers, we will store your file for not less than six years. After this period, we may destroy the file without further notice to you.

10.3. We will not destroy deeds and other securities, which you ask us to hold in safe custody. No charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date which may be specified in that notice.

10.4. If we store a Will for you there will be a single charge of £50 plus VAT.

10.5. If you ask us to retrieve papers or documents from storage, we will make a retrieval charge of £30 plus VAT and a further charge of £30 for returning the file to storage.

10.6. Your personal data will be retained in line with our privacy policy, which is available on our website.

11. Financial services and insurance contracts

11.1. We are regulated by the Solicitors Regulation Authority and we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.

11.2. We are not authorised by the FCA. However, we are included on the register maintained by the FCA so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. Insurance mediation activities and investment services, including arrangements for complaints or redress if something goes wrong, are regulated by the Solicitors Regulation Authority.

12. Limit of liability

Our liability for any professional negligence is limited to £3,000,000 (3 million Pounds).

13. Tax advice

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, please raise them with us immediately. If we can undertake the research necessary to resolve the issue, we will do so and advise you accordingly. If we cannot, we may be able to identify a source of assistance to you.

14. Termination

14.1. You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing.

14.2. We reserve the right to stop acting for you in the event that you do not comply with the terms of engagement and client care letter or in the unlikely event that there is a breakdown in our professional relationship.

14.3. Under the Consumer Contracts Information, Cancellation and Additional Charges Regulations 2013, for some non-business instructions, you have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg a letter sent by post, fax or e-mail).

14.4. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. If you cancel this contract, we will reimburse to you all payments received from you unless you asked us to start work during the cancellation period. If you do ask us to start work during the cancellation period, you will lose the right to cancel and will have to pay in full.

15. Limited companies and limited liability partnership

When accepting instructions to act on behalf of a limited company/partnership, you are confirming that you are authorised by the company or LLP to instruct this firm and you will be personally liable for our charges and expenses in the event that the legal entity you represent fails to pay.

16. Identity disclosure and confidentiality requirements

16.1. We are entitled to refuse to act for you if you fail to supply appropriate proof of identity and address for yourself or for any principal whom you may represent. We may carry out an electronic verification of your identity using a third-party company.

16.2. Our professional and legal obligation of client confidentiality may be overruled by various factors including money laundering and terrorist financing legislation. If, while acting for you, we

become aware of or suspect that the transaction involves money laundering, we may be required to make a disclosure to the National Crime Agency.

16.3. The firm may be subject to audit or quality checks by external firms or organisations. We may also outsource work. This might be for example typing, photocopying, costing a file 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.

16.4. When we act in a property transaction for the mortgagee, we may also be acting for the lender and be required to provide them with information or documents.

16.5. In order to comply with court and tribunal rules, we may be required to preserve and make available documentation to the other side. Subject to this, we will not release 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.

16.6. As Officers of the court, we are under a duty not to mislead the court.

17. Communication between you and us

17.1. We will aim to communicate with you by such method as you may request. However, given cyber security concerns, email communication may not be appropriate in certain circumstances.

17.2. Data protection rules requires us to advise you that your particulars are held on our database. Please refer to our Privacy Notice for more information.

17.3. Where we act for two or more clients it is on the clear understanding that we are authorised to act on instructions from either, both or any of them and that they are jointly and severally liable for our fees.

18. Acceptance of Terms of Engagement

18.1. We invite you to confirm Acceptance of the Terms of engagement in writing. However, in the absence of written confirmation, the following will constitute acceptance of these Terms of Engagement:

- Your continuing instructions;
- Sending funds to our client account;
- Compliance with any of the requirements in paragraph 3 of our client care letter

18.2. Unless otherwise agreed, these Terms of Engagement shall apply to any future instructions.

19. Complaints procedure

19.1. If, at any time, there is any aspect of this firm's service with which you are displeased, you can raise the matter with our Complaints manager. We will do whatever we can to remedy the situation.

19.2. Further information can be found in our CCL and on our website.