

Ellisons

SOLICITORS



Terms and Conditions

1. Interpretation

- 1.1 These are the Terms and Conditions which apply to professional services supplied by *Ellisons Solicitors of Headgate Court, Head Street, Colchester, CO1 1NP, London House, 45 Kingsway, Dovercourt, Harwich, CO12 3JU & 143 Connaught Avenue, Frinton on Sea, CO13 9AB.*
- 1.2 They will apply in all cases for professional work done unless any additional or other terms are agreed with you either verbally or in writing.
- 1.3 These terms of service apply in addition to the provisions of the Solicitors Act 1974 and regulations made by The Solicitors Regulation Authority under that Act from time to time.

2. Estimates of Fees

- 2.1 The Law Society requires the giving of advance estimates of fees whenever practicable and we fully support this policy. A list of our categories of staff and their hourly charge rates (excluding VAT) is available on request.
- 2.2 Where the work is likely to involve court proceedings or negotiations to settle a dispute we will tell you the hourly charge rate used to calculate the final bill and you may ask us to limit the number of hours spent unless and until we obtain your authority to exceed that limitation.
- 2.3 If the work done for you does not consist of work in court or in negotiations to settle a dispute an estimate of the level of fees will be given at the outset. This will either be a global sum or on the basis of an hourly charge rate or as a percentage of a value or a combination of any of these methods.
- 2.4 In appropriate cases account will also be taken of special considerations specified by The Solicitors Regulation Authority in regulations or guidelines issued to the solicitors' profession from time to time to justify our charging a premium over the above-mentioned hourly charge rates.
- 2.5 Whenever there is likely to be any variation over the original estimate we will tell you except where to do so would cause a delay which might prejudice you.
- 2.6 We reserve the right to increase the hourly charge rate applicable periodically and at least annually and shall notify you of such an increase.
- 2.7 All estimates are given excluding Value Added Tax and petty office disbursements such as postage, telephone charges and copying. Value Added Tax will be charged at the rate at the time of the invoice. We will, if required, apportion the Value Added Tax if there has been a change during the time the work was carried out. We reserve the right to charge as a separate item in our bills any petty office disbursements to the extent that due account has not been taken of them in our charge rate.
- 2.8 There may be certain other expenses, including payments we make on your behalf, such as court fees, fees for medical reports and Barrister's fees, which you will have to pay. VAT is payable on certain expenses.
- 2.9 We will inform you if any unforeseen additional work becomes necessary (eg. due to unexpected difficulties or if your requirements or the circumstances significantly change during the course of the matter). We will also inform you of the estimated cost in writing before any extra charges and expenses are incurred.
- 2.10 In some cases it is impossible to predict at the outset the total costs which will be incurred. In those cases we will tell you and you may authorise us to carry out work to a pre-set limit and then to seek your instructions to extend it if necessary.
- 2.11 In all cases estimates are subject to review if the work done exceeds the initial brief.
- 2.12 In cases where we have agreed a fixed fee in advance your right to ask us to obtain a certificate (see condition 13.2) is lost and your right to have the costs assessed by the Court is limited.
- 2.13 If, for any reason, this matter does not proceed to completion, we will charge you for work done and expenses incurred.
- 2.14 In certain categories of case, we may at our discretion, be prepared to act on your behalf under a Conditional/Contingency Agreement. In these circumstances, full details of the Agreement will be provided to you.

3. Interim Billing

- 3.1 We have a policy of rendering invoices for disbursements (that is payments made by us on your behalf and on which we make no profit) either before or immediately after they are incurred.
- 3.2 We have a policy of rendering interim invoices about every three months

(more frequently at our discretion) for fees for work done which helps you to judge the level of expenditure being incurred.

- 3.3 The conditions for payment of invoices for disbursements and interim invoices are the same as for payment of the final invoice.

4. Payments on Account

- 4.1 You may be asked either at the outset of your matter or during the course of it to make a payment on account. This may be in addition to or in substitution for an interim invoice.
- 4.2 Any sums so paid will be held by us for your account and will be taken in payment or in part payment for any invoice under which payment is or becomes due to us from you.
- 4.3 In the event of non-payment after 7 days of a request for a payment on account we reserve the right to cease work for you and to render an invoice for any un invoiced work done to that time.

5. Cheque Clearance

When we request monies on account from you in respect of disbursements and you intend to pay by cheque, please ensure that we receive your cheque in good time so that cleared funds are available at the time the monies are required. Your bank or building society can advise you if you are uncertain of the time it will take your cheque to clear.

6. Monies On Account

Where monies are held on account and a sum in lieu of interest becomes payable, this will be paid to you on a gross basis. It will be your responsibility to declare these monies to the Inland Revenue for tax assessment purposes.

7. Money Laundering

All solicitors are subject to legislation designed to combat money laundering and we are therefore obliged to establish your identity, your address and that any funds involved in your dealings with us have been obtained lawfully.

Before we can act on your behalf therefore, we will need to see and photocopy documentation proving your identity and current address. Suitable items for proof of identity are suggested below:

Private Clients: for proof of identity, a current passport or drivers licence. In addition, for proof of address, a recent utility bill, council tax bill or bank statement.

Corporate Clients: A Certificate of Incorporation for your Company in addition to the latest annual accounts. We also require a copy of a resolution confirming that the persons who are representing the Company are authorised to do so. In respect of Company Directors, we require proof of identity and address as for private clients (see above).

We may request supporting evidence of the source of any money, for example, bank or building society documents and full details of any third party to whom you may instruct us to send funds.

Kindly note that no cash amount of over £500.00 can be accepted and any change in your original financial instructions to us may result in a delay in our ability to proceed on your behalf. The requirements of The Proceeds of Crime Act 2002 may override our normal duty of client confidentiality.

8. Settlement Terms

- 8.1 Invoices (whether interim or final) are due for payment within one month from their date of issue.
- 8.2 In respect of any invoice for a non-contentious matter which is not paid within one month interest may be charged under the provisions of Article 5 of the Solicitors Remuneration Order 1972 on any sums due to us at the rate allowed by the court from time to time for unpaid debts and this condition is to be taken as notice of our legal right to charge you interest under that provision.
- 8.3 If a third party has agreed to pay our fees incurred on your instructions then if the third party fails to pay us you will still be liable to pay our fees. We will be under no obligation to sue that third party for recovery of our fees, and if you are registered for VAT then we will invoice you (not the third party) for the VAT on the fees and disbursements.
- 8.4 Where the work done for you involves court proceedings and the court orders your opponent to pay your legal costs we will account to you for that amount when received. However, the amount received may be less than the amount which we have agreed to charge you for the work done and we will not be bound to accept the amount recovered from your opponent in settlement of our fees.

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8.5 Our fees are payable by you even if, when the court has awarded you costs, your opponent cannot or does not pay.

8.6 We reserve the right to take our costs and disbursements by deduction from balances we hold from time to time on client account on your behalf whether these balances represent payments on account made by you, completion monies or any other sum we hold to your order. This right will only arise after we have delivered to you the relevant invoice and will not prejudice your rights under condition 13 hereof.

9. Securities

9.1 We have a policy of storing our client's papers, files, deeds and other such securities without charge but reserve the right to make a charge for future storage on reasonable notice.

9.2 We accept no liability for the storage of any such papers, files, deeds and other securities on your behalf (other than for our negligence) and such documents are retained at your risk.

9.3 We reserve the right to retain any money, papers, files, deeds and other such securities belonging to you in our possession or custody until all outstanding sums which are due to us from you, or a partnership in which you have an interest have been fully paid including interest and court costs where applicable.

9.4 We reserve the right to charge for the production and/or copying of any deeds, documents, files, or papers retained on your behalf and for the delivery thereof.

9.5 Any documents, files, deeds or other securities will be delivered to you by post at your risk.

9.6 Files will be retained for six years from the conclusion of the matter. We shall be entitled to destroy those files after six years unless you tell us otherwise.

10. Court Records

10.1 If the work done involves court proceedings we will appear as your legal representative on the court record. All correspondence and legal documents relating to your case will be sent to our office rather than to your address.

10.2 If, during the course of the proceedings an interim bill is not paid or a payment on account is not made within the due time, we reserve the right to remove our name from the court record and to advise the court of the reason for the removal. In that case we shall cease to represent you in that matter.

11. Court Cases

11.1 If you lose your case you may be ordered to pay your opponent's costs as well as your own.

11.2 Even if you win your case, your opponent may not be ordered to pay all our fees and your costs and/or may not be capable of paying our fees and your costs which he or she has been ordered to pay. You will be responsible for the cost of recovering any costs that the court orders the other party to pay.

11.3 If you are successful and the court orders the other party to pay some or all of your costs, interest may be claimed on them from the other party from the date of the court order. We will account to you for such interest to the extent that you have paid our fees.

11.4 If your opponent is publicly funded you will not normally be able to recover our fees and your costs from him even if you are successful in the case.

11.5 If we have instructed a barrister for you every effort will be made to secure the help of that person throughout your case. If that barrister is not available a substitute will be instructed if possible.

12. Dispute over Fees

12.1 If you dispute the amount of our fees (whether in respect of an interim or a final bill) you should refer the matter to us in writing setting out the reason for your complaint.

12.2 If we cannot agree what is the fair amount of costs then you have the following rights:

(a) In respect of work done involving court proceedings you can ask the court to assess the amount of our costs (if it has not already done so) and to do this you should apply to the appropriate court for an order for detailed assessment.

(b) In respect of work done other than in court when we have not agreed a fixed fee you have a right to ask us to apply to the Law Society for a certificate that the costs are fair and reasonable for the work done.

12.3 In either case mentioned above your right to have the bill reviewed by

the court is curtailed or to ask us to apply for a certificate is lost unless you either apply to the court or ask us to obtain the certificate within one month of the date of delivery to you of the bill in dispute.

13. Disputes other than about Fees

13.1 If you have any cause to complain about our services you should initially make your dissatisfaction known to the person who has been handling your matter.

13.2 If after a discussion with that person you are still not satisfied with the explanation you should ask the person handling your matter to refer the dispute to a Partner.

13.3 If after that referral you are still not satisfied you should write to our Client Care Partner setting out the reasons for your complaint (unless the complaint is about the Client Care Partner when you should write to another of the Partners whose names are displayed on our headed notepaper and are available from the reception desk at any of our offices).

13.4 Upon receipt of your written complaint an investigation will be carried out by the Client Care Partner or another of our Partners and you will be notified of the result in writing.

13.5 Where you are not satisfied with the result of the internal investigation we shall endeavour to agree with you an appropriate independent expert to whom we shall each apply with a view to him or her carrying out an informal investigation and trying to conciliate a remedy to the dispute.

13.6 If after that investigation you are still not satisfied you may refer the matter to the Legal Complaints Service. The address to write to is *Victoria Court, 8 Dormer Place, Leamington Spa, CV32 5AE*.

14. Termination

14.1 You may terminate your instructions to us in writing at any time but we will be entitled at any time to keep all your papers and documents whilst there is money owing to us for our charges and expenses.

14.2 We may decide to stop acting for you only with good reason, for example, if you do not pay an interim bill or comply with our request for a payment on account. We must give you reasonable notice that we will stop acting for you.

14.3 If you or we decide that we will no longer act for you, you will pay our charges on an hourly basis and expenses as set out earlier.

15. Miscellaneous

15.1 We reserve the right to amend these Terms and Conditions by reasonable written notice delivered to you at your address last known to us.

15.2 These Terms and Conditions shall be deemed to apply to any matter with effect from the time when we shall have first commenced performing professional services for you.

15.3 In the event that you shall instruct us jointly with, or as agent for, another person, and that other person shall be deemed to be jointly and severally responsible for our costs and disbursements in the matter except to the extent that we agree with either of you in writing to the contrary.

15.4 These Terms and Conditions do not apply to services performed by us or our agents in relation to court proceedings outside the English jurisdiction.

15.5 In the event of conflict arising between these Terms and Conditions and the remaining contents of this brochure, these Terms and Conditions shall prevail.

15.6 Your continued instructions in this matter will amount to your acceptance of these Terms and Conditions of business.

15.7 These Terms and Conditions are to be read in conjunction with your client care letter which will be sent to you when we receive your instructions.

15.8 In the event of conflict between the client care letter and these Conditions, the client care letter shall prevail.

15.9 This firm is not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by The Solicitors Regulation Authority. The register can be accessed via the Financial Services Authority website at www.fsa.gov.uk/register.

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