

TERMS & CONDITIONS OF BUSINESS

Introduction

The purpose of this leaflet is to confirm the arrangements between us and your continuing instruction will amount to your acceptance of these Terms & Conditions of Business.

You will receive a letter setting out details of the charges applicable to the matter in respect of which we act on your behalf and this letter will form part of the Terms & Conditions of Business between us.

PHH Solicitors is a trading name of Palmer Hodgson and Heyes Limited ('the Company') registered in England and Wales and is a limited company (number 08481636). A list of directors may be inspected at our registered office, which is York House York Avenue, Thornton Cleveleys, Lancashire, FY5 2UQ

The Company is authorised and regulated by the Solicitors Regulation Authority ('SRA'), The Cube, 199 Wharfside Street, Birmingham, B1 1RN. This means that we are governed by a code of conduct and other professional rules, which you can access on the SRA's website (www.sra.org.uk) or by calling 0370 606 2555. The Company's SRA registration number is 592353. The Company's VAT number is: 156 9053 49.

Equality and diversity

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. Please contact us if you would like a copy of our Equality and Diversity Policy. Please do not hesitate to let us know if it is that you require any reasonable adjustments to be made to enable you to access legal services due to a disability.

Applicable law

Any dispute or legal issue arising from our Terms and Conditions will be determined by the law of England and Wales, and considered exclusively by the English and Welsh courts.

Future instructions

Unless otherwise agreed, these Terms and Conditions will apply to all future instructions you give us on this or any other matter.

Hours Of Business

We are normally open between 9am and 5pm from Monday to Friday. Appointments can be arranged outside these hours when essential to the interests of a client. We are closed on all bank holidays.

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Our responsibilities - we will:

- treat you fairly and with respect;
- communicate with you in plain language;
- review your matter regularly;
- advise you of any changes in the law that affect your matter; and
- advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter

Your responsibilities - you will:

- provide us with clear, timely and accurate instructions
- provide all documentation and information that we reasonably request in a timely manner, and
- safeguard any documents that may be required for your matter, including documents that you may have to disclose to another party.

Service levels and frequency of communication

We will update you by telephone or in writing with progress on your matter.

We will explain to you by telephone or in writing the legal work required as your matter progresses.

We will update you on the likely timescales for each stage of this matter and any important changes in those estimates. Whenever there is a material change in circumstances associated with your matter, we will update you on whether the likely outcomes still justify the likely costs and risks.

We will update you on the cost of your matter at the intervals set out in our letter confirming your instructions. If appropriate, we will continue to review whether there are alternative methods by which your matter can be funded.

Limit of liability

We will not be liable for:

losses that were not foreseeable to you and us when this contract was formed

losses not caused by any breach on the part of the firm, and

business losses, including losses sustained by any individual not acting for purposes of their trade, business, craft or profession]

Palmer Hodgson and Heyes Limited is a limited company.

This means that the firm's directors are not personally liable for any acts or omissions by the firm, unless the law requires otherwise. This does not limit or exclude liability of the firm for the acts or omissions of its directors.

We can only limit our liability to the extent the law allows. In particular, we cannot and do not limit our liability for death or personal injury caused by negligence.

Please ask if you would like us to explain any of the terms above.

Banking

We hold all client money in the Yorkshire Bank which is regulated by the Financial Conduct Authority (FCA). We are not liable for any losses you suffer as a result of any such banking institution being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS). The FSCS is the UK's statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation up to £85,000 if a banking institution is unable, or likely to be unable, to pay claims against it.

The limit is £85,000 per banking institution. If you hold other personal money in the same banking institution as our client account[s], the limit remains £85,000 in total.

Some banking institutions have several brands. The compensation limit is £85,000 per institution, not per brand. You should check with your banking institution, the FCA or a financial advisor for more information.

The FSCS also provides up to £1m of short-term protection for certain high balances, eg relating to property transactions, inheritance, divorce or dissolution of a civil partnership, unfair dismissal, redundancy, and personal injury compensation (there is no financial limit on protection for personal injury compensation). This is called the temporary high balance scheme and, if it applies, protection lasts for a maximum of six months.

The FSCS (including the temporary high balance scheme) will apply to qualifying balances held in our client account. In the unlikely event of a deposit-taking institution failure, we will presume (unless we hear from you in writing to the contrary) we have your consent to disclose necessary client details to the FSCS.

Receiving and paying funds



Our policy is to only accept cash up to £500. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds. Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party. Please be aware that we **do not** notify changes to important business information, such as bank account details, by email.

Professional indemnity insurance

We have professional indemnity insurance giving cover for claims against the Company. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy, can be inspected at our office or made available on request. To comply with our regulatory obligations and the terms of our professional indemnity insurance, we may disclose relevant documents and information to insurers, brokers and insurance advisers on a confidential basis. This could include details of any circumstances arising from our work for you that might give rise to a claim against us. Unless you notify us to the contrary, you agree to such disclosure by us even if the documents and information in question are confidential and/or subject to legal professional privilege.

Data protection

We use your personal data primarily to provide legal services to you, but also for related purposes as described in our Privacy Notice. Our use of your personal data is subject to your instructions, the EU General Data Protection Regulation (GDPR), other relevant UK and EU legislation and our professional duty of confidentiality.

The Company is a data controller for the purpose of the GDPR and other relevant data protection legislation. We have nominated Data Privacy Manager Helen Hackett as the firm's representative for the purpose of the GDPR. E-mail helen.hackett@pchsolicitors.co.uk

We take your privacy very seriously. Please read the attached Privacy Notice carefully as it contains important information on:

- what personal data we collect about you and how that data is collected
- how, why and on what grounds we use your personal data
- who we share your personal data with
- where your personal data is held and how long it will be kept
- whether your personal data may be transferred out of the European Economic area and, if so, the measures taken to protect that data
- your rights in relation to the personal data we hold or use
- the steps we take to secure your personal data
- how to make a complaint in relation to our use of your personal data
- how to contact us with any queries or concerns in relation to your personal data

Prevention of money laundering and terrorist financing

We are required by law to confirm satisfactory evidence of the identity of our clients and, sometimes, people related to them. This is because solicitors who deal with money and property on behalf of their clients can be used by criminals wanting to launder money.

To comply with the law, we need evidence of your identity as soon as possible. This is explained in our letter confirming your instructions. Any personal data we receive from you for the purpose of preventing money laundering or terrorist financing will be used only for that purpose or:

- with your consent, or
- as permitted by or under another enactment

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.

Subject to section 'Limit of liability' above, we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation, which we may have, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of the money laundering and/or terrorist financing legislation.

Confidentiality

The information and documentation you provide us is confidential and subject to legal professional privilege unless:

- stated otherwise in this document, our letter confirming your instructions or our Privacy Notice, eg in relation to prevention of money laundering and terrorist financing, or
- we advise you otherwise during the course of your matter

We cannot absolutely guarantee the security of information communicated by email or mobile phone. Unless we hear from you to the contrary, we will assume that you consent for us to use these methods of communication.

Outsourcing

Sometimes we ask other companies or people e.g. Actuaries in a detailed financial settlement on Divorce or a Forensic Accountant for a detailed Schedule of Special Damages, to work on our files to ensure this is done promptly and in the most cost-effective manner. We will always seek a confidentiality agreement with these outsourced providers. For information on outsourcing in relation to your personal data, see the attached Privacy Notice.

External auditing and due diligence

External firms or organisations may conduct audit or quality checks on our practice from time to time. They may wish to audit or quality check your file and related papers for this purpose. It is a specific requirement imposed by us that these external firms or organisations fully maintain confidentiality in relation to any files and papers, which are audited or quality checked.

Your files may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of new business. If you do not wish your file to be used in this way, please let us know as soon as possible.

For information on external auditing and due diligence in relation to your personal data, see our Privacy Notice.

First Appointment

At your first appointment, it is our aim

- To discuss with you the matter for which you have sought our advice or assistance. It is possible that the person you first see will not work in the department that specialises in the type of work and therefore you may be asked to see another member of the practice. This is not meant to inconvenience you, but to enable us to utilise our specialist lawyers on your behalf.

- You will be advised of name and status of the person who will be dealing with your case and if relevant their supervisor, and whether any other member of the practice or a third party will need to work on your behalf e.g. it may well be that a specialist advocate will be required for any trial or tribunal hearing.

- To discuss with you how we can assist with regard to the particular matter for which you have sought our advice and the cost of doing so. In addition, to review with you whether Legal Aid or insurance will be available or any other method of covering your legal fees and to determine how you will meet the costs.

- We will give you the best information possible about the likely overall cost of the work to be undertaken and whether it will be necessary to engage the services of any other firm/agency (for example experts or barristers) who might assist with regard to your case.

- To tell you how long the matter is likely to take to complete.

Subsequent Work On Your Behalf

To achieve a high standard of service, we have individual departments, which specialise in particular areas of law. This means that your matter will, throughout, be handled by an experienced lawyer who will have the day-to-day conduct of your matter and you should therefore address all

questions regarding the progress of the matter either to that lawyer or to his/her assistants. If applicable, you will be advised whether the likely outcome of your case will justify the likely charges and expenses and risk involved.

Most of the work undertaken on your behalf will be conducted personally by the solicitor who sends to you the terms of engagement. Where appropriate, the conduct of all or any part of your case or transaction may be delegated to another member of staff where this is more cost effective or in the best interests of your case or transaction.

Should You Have Any Dissatisfaction

We are committed to providing high-quality legal advice and client care. If you are unhappy about any aspect of the service you receive or about the bill please contact the person who is acting on your behalf or their head of department in the first instance. We will try to resolve any problem quickly between ourselves.

Should you not wish to do this or should you not be satisfied, then you should contact our Complaints Manager, Peter Jensen, at our Fleetwood office on peter.jensen@pchsolicitors.co.uk or 01253 778231. Your complaint should set out your concerns, either in writing or verbally. We have a written procedure that sets out how we handle complaints and it is available on request.

We have eight weeks to consider your complaint. If we have not resolved it within this time, you may complain to the Legal Ombudsman.

If you are not satisfied with our handling of your complaint, you can ask the Legal Ombudsman to consider the complaint.

The Legal Ombudsman's contact details are:

- PO Box 6806, Wolverhampton, WV1 9WJ
- 0300 555 0333—from 8.30am to 5.30pm
- enquiries@legalombudsman.org.uk
- www.legalombudsman.org.uk

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 six years of the occurrence of the act or omission about which you are complaining (or if outside of this period, within three years of when you should reasonably have been aware of it). Generally, the Legal Ombudsman deals with complaints relating to acts or omissions that happened after 5 October 2010.

The Legal Ombudsman deals with complaints by consumers and very small businesses. This means some clients may not have the right to complain to the Legal Ombudsman, eg charities or clubs with an annual income of more than £1m, trustees of trusts with asset value of more than £1m and most businesses (unless they are defined as micro-enterprises). This does not prevent you from making a complaint directly to us about the service you have received or about the bill.

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Termination and Notice of the Right to Cancel

You may terminate our instructions in writing at any time by writing to the person dealing with your matter but we will be entitled to keep all your papers and documents while there is money owing to us for our costs.

We may decide to stop acting for you only with good reason, for example, if you do not pay a bill, if you provide us with misleading information, or if you act in an abusive or offensive manner. We will give you reasonable notice in any situation where we will be ceasing to act for you.

If you, or we, decide that we will no longer act for you, we will charge you for the work we have done and, where appropriate, will charge fees and disbursements incurred in transferring the matter to another adviser if you so request. Please note that we will not (to the extent permitted by the applicable rules of professional conduct) release your papers or property to you or any third party until you have paid all outstanding charges.

Should you decide to cancel your instructions with us and your matter is funded by legal aid then we have a duty to make you aware that there would be potential difficulties in re-applying for legal aid for the same issue if the contract is terminated.

The Consumer Contracts (Information and Additional Charges) Regulations 2013

Notice of the right to Cancel - If you have not attended our offices in person and have instead been visited in your home or place of work by a solicitor or agent on our behalf, and have entered into an agreement for our services, then you may cancel that agreement within 14 days from the date of first instructing us, without any charge being made by us. You must give us notice in writing, either by post or electronically, or alternatively by sending us the cancellation notice slip which is enclosed with the Engagement Letter (where applicable). The notice of cancellation will be deemed as having been served on us as soon as it has been posted, or sent electronically. Please note that if you agree in writing that we should undertake work on your behalf before the end of the cancellation period, then even if you cancel your agreement with us you may still be required to pay for services supplied before the cancellation date.

If you have instructed us using a form of 'distance communication' such as telephone or email then you may withdraw your instructions within 14 days from first instructing us without any charge being made by us. You must give us notice in writing, either by post or electronically. The notice of cancellation will be deemed as having been served on us as soon as it has been posted, or sent electronically. Please note that your right to cancel does not apply if we undertake work on your behalf, with your prior consent, within the 14 day period.

Our bill

You are liable to pay legal costs plus VAT as set out in our letter confirming your instructions. We will also usually discuss this at our initial meeting with you. Bills should be paid within 28 days. We may charge interest on overdue bills at 8%.

We may cease acting for you if an interim bill remains unpaid after 28 days or if our reasonable request of a payment on account of costs is not met.

You have the right to challenge or complain about our bill. Please see above for details of how to complain about our bill.

You have the right to challenge our bill by applying to the court to assess the bill under Part III of the Solicitors Act 1974. The usual time limit for making such an application is one month from the date of delivery of the bill. If the application is made after one month but before twelve months from delivery of the bill, the court's permission is required for the bill to be assessed.

Unless there are special circumstances, the court will not usually order a bill to be assessed after:

- 12 months from delivery of the bill
- a judgment has been obtained for the recovery of the costs covered by the bill
- the bill has been paid, even if this is within 12 months

Lien: We can keep all your papers and documents while there is still money owed to us for fees and expenses. However, it would normally be acceptable for these papers to be transferred to a new solicitor upon receipt of a satisfactory undertaking from the new solicitor in respect of the outstanding costs.

Payment of Interest

Our Interest Policy explains our approach to paying interest where we hold money in client account for a:

- client
- person funding all or part of our fees
- trust
- person to whom a stake is to be paid (when we hold money as stakeholder)

These are collectively called 'the recipient(s)'.

This is a summary of the relevant part of our Interest Policy. You can ask us to send you a copy of the full Interest policy.

We will:

- pay interest when it is fair and reasonable to do so in all the circumstances
- pay a fair and reasonable sum calculated over the whole period for which any money is held

When will we pay interest?

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
- on money held for the Legal Aid Agency
- on money that we have paid into client account as an advance from the firm to fund a payment on behalf of a client or trust in excess of funds held for that client or trust
- if we have agreed with the recipient to contract out of our obligation to pay interest
- on monies that we are instructed to hold outside a client account in a manner that does not attract interest, eg cash held in our safe
- where the amount of interest, calculated in accordance with this policy, is less than £20

We will pay interest on all other monies held on client account, including any monies we should have held on client account but failed to do so.

Interest will be calculated and paid in accordance with our Interest policy. The amount of interest paid to each recipient will take into account various factors that are explained in our policy.

Interest will be paid at the conclusion of the matter or on a quarterly basis if monies are held for longer than 6 months. Interest will be calculated over the whole period that we hold the monies, starting from the date the monies are treated by us as cleared funds; this is explained in our Interest policy.

Contracting out

We may, by written agreement with you and/or the recipient, contract out of the terms of our Interest policy. We will contract out only where doing so provides a fair outcome. This will depend on all the circumstances. When agreeing to contract out, we will:

- act fairly towards you
- provide sufficient information to enable you to give informed consent

Storage and retrieval of files and documents

After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses. Thereafter, we will keep your papers and documents for up to six years unless your matter is such that a longer retention period is appropriate, except those papers you ask to be returned to you. We are likely to become a paperless office, which means we may store your file electronically only, apart from original documents which we will return to you or store in safe custody. We will not charge for this storage for storing original documents in safe custody, eg wills and title deeds. We will notify you of our storage rates at the appropriate time.

We store files on the understanding that we can destroy them six years after the date of the final bill. We will not destroy documents you ask us to deposit in safe custody.

If we retrieve your file from storage (including electronic storage) in relation to continuing or new instructions to act for you, we will not normally charge for the retrieval.

If we retrieve your file from storage for another reason, we may charge you for:

- time spent retrieving the electronic or paper and electronic file and producing it to you
- reading, correspondence, or other work necessary to comply with your instructions in relation to the retrieved file
- providing additional copies of any documents

We may provide you with an electronic copy of the file unless it is inappropriate to do so.

For information on how long we will hold your personal data, see our Privacy Notice.

Insurance Mediation, Incidental Investment Business and Consumer Credit Services

We are not authorised by the Financial Conduct Authority ('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.

If, during this transaction you need advice on investments, we may refer you to someone who is authorised by the FCA to provide the necessary advice. However, we may provide certain limited advice services where these are closely linked to the legal work we are doing for you.

We may provide certain limited consumer credit services where these are incidental to the professional services we provide.

Insurance Mediation, Incidental Investment Business and Consumer Credit Services are part of our business, and arrangements for complaints or redress if something goes wrong, is authorised and regulated by the Solicitors Regulation Authority ('SRA'). The register can be accessed via the FCA website at <https://register.fca.org.uk/>

The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The SRA is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers.

If you are unhappy with any of the above advice or service you receive from us, you should raise your concerns with us in the first instance, or the SRA or Legal Ombudsman.

Other advice

We are able to undertake wide range of services on behalf of our clients. Should you need legal advice with regard to any matters, please feel free to contact the person who is acting on your behalf or indeed any other member of the firm who will be able to refer you immediately to someone who has experience in that area.