

Terms of business



At Rollits we are committed to providing clients with a high quality legal service and have adopted the Law Society's Practice Management Standards. We have been awarded Lexcel, the Law Society's accreditation that we comply with those Standards.

These are our general terms of business and our client care arrangements in accordance with the Solicitors' Code of Conduct 2009. We shall notify you in writing of any change to these terms and arrangements. These terms should be read subject to the terms of our engagement letter which is sent to you and which will prevail if it conflicts with these general terms of business.

This document contains the following information

- Our service
- How you can help us
- Money laundering
- Electronic communication
- Data protection
- Storage of deeds and documents
- Money held for you
- Limitation of liability
- Termination of instructions
- Fees information and invoicing
- Investment services
- Complaints
- Governing law

When you first instruct us, we shall confirm in writing

- The instructions which you have given
- Details of the work which we shall carry out
- Any advice which we have given
- The action which we shall be taking
- Any information which we need from you and any action which we would like you to take
- The partner of the firm who will be responsible for the supervision of your work and the name and status of each person who will deal with your work
- The best information which we can give you about the likely fees and expenses

When a matter has been completed, we shall

- Confirm that this has happened
- Explain whether you will need to take any further action in the future
- Account for any money due to you
- Send our invoice promptly
- Let you have your documents and papers which you request from your file when our invoice has been paid

Our service

As a matter progresses, we shall

- Deal with it promptly
- Keep you informed of developments
- Tell you about any delays and explain the reasons
- Explain the meaning of important documents and, if appropriate, provide copies
- Let you know if there is, or is likely to be, any change to our fees or expenses
- Tell you if somebody else is to deal with your work

How you can help us

- Let us have clear instructions and tell us promptly if anything changes
- Tell us if you have any important time limits
- Try to deal with us during our normal office hours. We realise that this is not always possible and we shall try to be available at other times to suit you
- Keep in touch regularly, particularly if there is something which is worrying you
- Deal promptly with any questions which we ask

Money laundering

The Money Laundering Regulations require us to ensure that we have satisfactory evidence of the identity of our clients and we may therefore require you to provide that evidence to us. We shall tell you what we need. Normally we are unable to accept payments of cash of more than £250 and we may be unable to transfer money to unknown third parties. You should be aware that these Regulations and the provisions of the Proceeds of Crime Act 2002 may require us to take further steps such as ceasing to act for you in the relevant matter or at all. Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. This obligation, however, is subject to such statutory exceptions which have placed solicitors under a legal duty to disclose information to the relevant authorities in certain circumstances. A solicitor may be required to make a formal disclosure to the relevant authorities when that solicitor knows or suspects that a transaction on behalf of a client involves money laundering or any offence under the Proceeds of Crime Act. If this happens, we may not be able to inform you that a disclosure has been made, or of the reasons for this, because the law prohibits this.

Electronic communication

We use electronic communication both with our clients and with other advisers but this is not completely secure and communications can be lost or mis-directed. Please ensure that you give us your full and correct communication details.

We take all reasonable steps to ensure that

- Our mail is addressed correctly and we rely on our clients and their other advisers to do the same when they contact us
- All electronic communications leaving our offices are tested for software viruses but we recommend that you use up to date virus checking software to check all incoming communications before they are opened

You and we recognise that the security of such communications cannot be guaranteed. Email will be treated as written correspondence and we are entitled to assume that the purported sender of an email is the actual sender and that any express or implied authority or approval referred to in an email has been validly given. Please tell us if you do not wish us to use electronic communication and if there are special arrangements which you would like us to make when we contact you.

Data protection

We keep personal information about you and your employees on our paper and electronic client files and our internal databases. We use this information to assist us to carry out your instructions and (unless you have requested otherwise) to inform you by post and email of other services and legal developments which we believe may be of interest to you. We shall retain your and your employees' personal information beyond completion

of your matter to the extent necessary to comply with our internal management procedures and other regulatory and legal obligations. We shall only disclose your and your employees' personal information to third parties with your prior consent or where we are legally required to do so. Please ask us if you have any queries about the manner in which we store and use personal information. By instructing us to provide legal services you are consenting to our use of your and your employees' personal information in accordance with this Data Protection Statement and you are opting to be added to our postal and electronic mailing lists.

Storage of deeds and documents

We provide a free safe custody service to our clients for deeds, wills, share certificates and other securities. We keep clients' files, which are left with us, on the understanding that we have authority to destroy them at the end of six years from delivery of our final invoice. Please let us know before your matter is completed if you wish us to retain your file for a longer period. If you do, we shall agree suitable arrangements with you. When deeds or documents are taken out of storage in connection with a current matter, no charge is made. In other circumstances, a charge may be made to cover the costs of obtaining the deeds or documents from storage and of any time which we spend in looking through them. A charge may also be made for any copying and postage expenses which may be incurred.

On completion of your matter, subject to any rights of retention that we may have, upon your written request we will return to you any documents you provided to us for the purposes of acting for you. Those documents which belong to us will remain our property.

We are entitled to retain any deeds, documents, money and other property which belong to you and which properly come into our possession, until our fees and expenses, including VAT, have been paid. This is known as a lien and applies whether or not the deeds, documents, money and other property relate to the matter for which the outstanding fees and expenses have been incurred. We are not entitled to sell property held under a lien but we are entitled to retain the property even if its value exceeds the amounts due to us in respect of fees and expenses.

Money held for you

If we hold money for you, we shall account to you for interest in accordance with the Solicitors' Accounts Rules 1998, unless we agree some other arrangement with you in writing. Subject to the minimum amounts and periods stated in those Rules, where money is held on a general client account a payment in lieu of interest will normally be calculated from the date on which we receive the money to the date on which it is paid out. No payment in lieu of interest will be due or payable where the sum calculated is less than £20.

Limitation of liability

It is our practice to include a limitation of our liability in the engagement letter for an individual matter. This will never be below two million pounds, as required by the Law Society, and we shall put forward an appropriate figure when each new matter is referred to us. The advice which we give is personal to our clients and may not be used or relied on by anybody else without our written consent.

Termination of instructions

We expect to continue to act in any matter on which we have accepted instructions from you until the matter is completed. However, you may terminate your instructions to us at any time for any reason by giving us written notice. We shall not stop acting for you except for good reason and upon giving you reasonable notice where this is practicable. Good reasons include actions which may result in our being in breach of the law or in breach of the principles of good professional practice, our inability to obtain clear instructions from you, where there is a breakdown in confidence between you and us, where we consider there to be a conflict

of interests or your failure to pay one of our invoices or to make a payment which we have requested on account of fees or expenses. We may also stop acting for you where we are unable to agree a revised fee arrangement with you where the circumstances and/or your requirements change and additional unforeseen work becomes necessary.

If we do stop acting for you, for whatever reason, you will be liable for all fees and disbursements incurred up to the date of termination of the instructions plus any fees and expenses for work necessary in connection with the transfer of your matter to another adviser of your choice and/or removing ourselves from the Court record, as applicable.

Fees information and invoicing

All information about our fees and expenses in this leaflet and any engagement letter is given on a VAT exclusive basis. General details are set out below and further particulars are contained in our engagement letter. Please feel free to discuss with us any query which you may have. When a new matter is referred to us we shall inform you how our fees will be calculated and about the expenses we expect will be incurred on your behalf. In some cases it will be possible to agree a fixed fee and this will not be altered without your agreement.

With some types of work it is not possible to agree a fixed fee but as a matter of guidance we shall usually be able to give an estimate, either for the entire matter or to take the work to an agreed stage. An estimate is not a fixed price nor is it binding. In these cases, work is charged on a time basis. You will be told at the outset the hourly rates of the persons dealing with your work. The individual charging rates take into account seniority, experience and expertise and also a contribution towards the overheads of running the practice. We review the charging rates periodically and we shall inform you of any change to the rates charged by the persons doing your work. Our fees include the time spent on

- Dealing with your matter, including meetings and telephone calls to and from you and others
- Considering, preparing and working on papers
- Correspondence
- Travelling and waiting time

Routine letters which we write and routine telephone calls which we make and receive will be charged as units of six minutes. More substantive letters and calls will be charged on a time basis. We may take into account a number of factors, in addition to the time spent, when we calculate our fees. These include the complexity of the work, the speed at which it has to be done, the expertise or specialist knowledge that is required and, when appropriate, the value of the property or subject matter.

On receipt of instructions we may ask you to make a deposit against fees and/or expenses to be incurred before any work is done. If a matter is not completed, we shall charge a fee to cover the work which we have actually done for you and the expenses which have been incurred on your behalf.

It is our practice to deliver interim invoices in respect of both fees and expenses as a matter progresses. We shall normally pay small expenses on your behalf and include them in the next invoice which is sent to you. However, we shall ask for more substantial expenses to be paid to us as and when they are to be incurred. We may request you to put us in funds to meet certain expenses (such as experts' and barristers' fees) before these are incurred, because we accept the obligation to pay those expenses when we give instructions on your behalf. If, in our opinion, it is necessary to instruct an expert or a barrister in connection with your work, we shall discuss this and the probable fees and expenses with you and obtain your prior authority whenever time permits. You will be responsible for the fees incurred.

We may issue an invoice for postage costs and courier charges which we pay on your behalf and for copying costs where significant numbers of copies are needed or when external copying is required.

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We shall include in our invoices any charges relating to your matter which are passed on to us by third parties.

Our invoices are payable on delivery, and if we ask you for a payment on account this will be due upon our request. We are entitled to charge interest on invoices which are paid late.

Our invoices contain the following important information relating to our fees:

"Notice with regard to costs

1 **The Solicitors' (Non-Contentious Business) Remuneration Order 2009** ('the Order') gives you and us certain rights as to costs. The Order (a copy of which may be inspected at each of our offices) only applies if our fee for non-contentious work is less than £50,000 and does not apply to work carried out by us under the terms of a non-contentious business agreement (under Section 57 of the Solicitors Act 1974) between you and us.

2 **Interest**

Our terms of business are, and we are entitled, to charge interest on unpaid bills for all work carried out on your behalf at the rate payable for the time being on court judgment debts, from one month after delivery of this invoice in respect of any balance then unpaid.

3 **Taxation**

You may be entitled to have our charges reviewed by the court. This is called 'taxation' or 'assessment': the procedure is different from the remuneration certificate procedure and it is set out in Sections 70, 71 and 72 of the Solicitors Act 1974. If you do not pay us when requested a sum on account of fees or if you do not settle any invoice for either fees or expenses, we shall have the right to cease acting for you in any matters currently being handled for you and to invoice you for all fees and expenses to date."

Investment services

We are not authorised under the Financial Services and Markets Act 2000 but we are able, in certain circumstances, to offer a limited range of investment services to clients because we are members of the Law Society. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide. In some circumstances we may refer you to someone who is authorised by the Financial Services Authority.

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.

Although we are not authorised by the Financial Services Authority, 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.

Commission is sometimes paid to us by persons who are authorised by the Financial Services Authority for business we introduce to them on behalf of clients. In any such case we shall disclose to you the amount or the basis upon which the commission will be calculated and this will be paid to you unless other arrangements are agreed.

Complaints

Please tell us if you have concerns about any aspect of our service. You can do this by contacting the person looking after your work or the partner supervising your work or our Client Services Partner, Douglas Oliver. We have a formal written Complaints Procedure, a copy of which will be supplied on request.

Your concerns will be investigated promptly and thoroughly and we shall contact you so that the results of our investigation may be discussed with you. There is no charge for this initial investigation. Please refer the matter either to our Senior Partner or to our Managing Partner if you remain dissatisfied.

We are regulated by the Solicitors Regulation Authority which provides a complaints and redress scheme if we are not able to resolve the problem. Further guidance may be obtained from the Legal Complaints Service and a copy of their leaflet will be supplied on request.

Governing law

Our engagement and its performance will be governed by and interpreted in accordance with the laws of England and Wales and we and you submit to the exclusive jurisdiction of the English Courts. Each provision of these terms of business and our letter of engagement is severable and distinct from every other provision.



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