



# Terms of Business

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

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In these terms "we", "us" and "our" refer to Rollits LLP. Rollits LLP is a limited liability partnership under the Limited Liability Partnerships Act 2000 (with registered number OC 348965 and its registered office at Citadel House, 58 High Street, Hull HU1 1QE). Where reference is made in these Terms of Business or other correspondence or in the context of providing services to a "partner" of Rollits LLP, we use the term "partner" to denote members of the Rollits LLP. It is not to be construed as indicating that members of Rollits are carrying on business under the Partnership Act 1890.

The contract under which our services are provided to you is with Rollits LLP and not with any individual member of Rollits LLP or any of our employees, consultants or agents. It is a condition of Rollits LLP acting for you that you agree that any claims that you may have in respect of loss or damage suffered by you arising in any way out of or in connection with our engagement will be made against Rollits LLP and not against any of our members, our consultants, our service companies or its or their employees, consultants or agents.

These are our general terms of business and our client care arrangements in accordance with the SRA Code of Conduct 2019. 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.

### **Our terms contain the following information**

- **Our service**
- **How you can help us**
- **Money laundering**
- **Electronic communication**
- **Data protection**
- **Storage of deeds and documents**
- **Payment of interest on funds held**
- **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
- 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 2017 require us to ensure that we have conducted “due diligence” in relation to our clients and, in particular, have satisfactory evidence of the identity and, where appropriate, beneficial ownership, of our clients. 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 on your behalf. 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 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 an offence under the Proceeds of Crime Act or other related legislation. 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 may hold personal data about you and your employees in our paper and electronic client files and our internal databases. We will use and retain any such information to perform our services in accordance with your instructions and as further set out in our Privacy Policy (a copy of which can be accessed via our website). Please ask us if you have any queries about the manner in which we process personal data about you or your employees.

If you disclose any personal data to us about any individual, you warrant and represent to us that:

- you are entitled to disclose such personal data to us and, where appropriate, you have provided a privacy notice to that individual in compliance with applicable data protection legislation;
- such personal data shall be limited to the minimum extent necessary for us to perform our services in accordance with your instructions; and
- our use of such personal data as instructed by you will comply with applicable data protection legislation.

If the services we have agreed to provide involve us processing any personal data on your behalf, the subject-matter, duration, nature and purpose of the processing, type of personal data and categories of data subject, will each be as set out in our engagement letter or as otherwise instructed by you. With regard to such personal data, we agree that:

- we will only use such personal data for the purpose of performing the services requested by you and not for any other purpose unless: (a) otherwise required by law (in which case we will promptly notify you before doing so unless we are not legally permitted to notify you); or (b) otherwise instructed by you in writing;
- we will put in place appropriate technical and organisational security measures to protect against unauthorised or unlawful processing of such personal data and against accidental loss or destruction of, or damage to, such personal data (having regard to the sensitivity of the personal data and the potential harm that could be caused should any such issue arise);
- we will ensure that all of our personnel who handle such personal data are obliged to keep it confidential;
- we will not transfer any such personal data outside of the European Economic Area without your permission;
- we will assist you in responding to any request from any person in respect of any personal data which is processed by us on your behalf, and (where you reasonably require) in ensuring your own compliance with data protection legislation with respect to security, breach notifications, impact assessments and consultations with the Information Commissioner’s Office;
- we will maintain complete and accurate records and information to demonstrate our compliance with our obligations under this Data Protection section and allow for audits by you or your auditor;
- we will not appoint any third party to fulfil on our behalf the services you have asked us to provide unless you agree otherwise; and
- on request and at your choice, we will delete or return such personal data (and any copies held by us) to you upon termination of our instructions with you (unless otherwise required or permitted by law).

## 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

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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.

### Payment of interest on funds held

We will pay you interest on any funds held by us on your behalf in compliance with our interest policy which is as follows:

- We shall only pay interest which, when calculated, exceeds £20.
- In relation to money held in our general Client Account, we shall pay interest at half the rate of interest paid to us by the bank.
- In relation to money held in a designated deposit account, we shall pay interest at the rate of interest paid to us by the bank.
- No interest will be payable by us in connection with funds held on account of fees and expenses, nor where the funds are held upon our undertaking or agreement to pay such funds and/or interest to a third party.
- Interest will be paid between receipt by us of cleared funds and the date we draw a cheque or otherwise transfer the funds.
- Interest will be paid to you at the end of a transaction or, at our discretion, at more regular intervals.
- We will, at your request, provide you with a breakdown of the calculation of interest paid.

### 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 three million pounds, as required by the Solicitors Indemnity Insurance Rules, 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 these terms 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, in all other cases we will require you to put us in funds to meet any expenses (such as experts' and barristers' fees) before these are incurred, because we accept the obligation to pay those expenses when they are incurred 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.

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.

Where our instructions are to act on behalf of more than one person (for example a partnership or a married couple) all the persons for whom we are acting are jointly and severally liable for our costs and disbursements. This means each person is liable for the full amount of our invoice. 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 **Dissatisfaction with bill**

Please note you are entitled to complain about your bill and you may have a right to object to your bill by making a complaint to the Legal Ombudsman.

#### 4 **Assessment**

You may be entitled to have our charges reviewed by the court. This is called 'assessment'. The procedure is set out in part 3 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 Conduct Authority ("FCA").

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 Ombudsman is the independent complaints handling body of the Law Society.

Although we are not authorised by the FCA, 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. 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 FCA website at [www.fca.org.uk/register](http://www.fca.org.uk/register).

Commission is sometimes paid to us by persons who are authorised by the FCA 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

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. If you are not satisfied with our handling of your concerns, you can ask the Legal Ombudsman at PO Box 6806, Wolverhampton, WV1 9WJ to consider a complaint.

## 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.

#### **Hull Office**

Citadel House, 58 High Street, Hull HU1 1QE

#### **York Office**

Forsyth House, Alpha Court, Monks Cross, York YO32 9WN

**rollits.com**

Rollits is a trading name of Rollits LLP. Rollits LLP is a limited liability partnership, registered in England and Wales, registered number OC 348965, registered office Citadel House, 58 High Street, Hull HU1 1QE.

A list of members' names is available for inspection at our registered office. We use the term 'partner' to denote members of Rollits LLP.

Authorised and regulated by the Solicitors Regulation Authority under number 524629. August 2022

