

# CLIENT CARE LETTER

Thank you for instructing us to act on your behalf in relation to your matter.

This document sets out the Particulars and terms of engagement under which we act for you and the scope of the work to be undertaken for you. The contract is not of a fixed duration. Other firms may be able to offer you different terms of engagement. We have placed the information under headings which we hope will assist you.

**The contract between us will also be subject to our 'Standard Terms of Business' which can be found in Annex 1 to this letter. It is very important that you read through these Standard Terms and let us know if there is anything you do not understand or wish to query.**

**Embarking on litigation is not without risk. Accordingly, it is very important that you carefully read these terms of engagement and bring to our immediate attention anything which you do not understand, or which needs to be clarified.**

## **Scope of Work**

1. To assemble relevant facts and information in order that we can responsibly assess your prospects of success in relation to the dispute.

2. The work will include:

2.1 Correspondence and other exploratory steps to elicit the relevant facts and information including attendances upon yourself and others and an in-depth consideration of all correspondence and documents and information which you have made available to us.

2.2 Potentially instructing Counsel and others to advise on the merits of your matter, the risks inherent in it and the prospects of success.

2.3 Drafting and submitting a letter of claim; the Civil Procedure Rules require us to notify the other party and to give them an opportunity to resolve the matter.

2.4 Correspondence with your opponent or solicitors retained by them. Endeavoring to reach terms (including compromise terms) which will conclude or at least partially resolve your matter without recourse to litigation or further litigation if litigation has commenced

2.5 If terms of settlement cannot be reached on satisfactory terms, commence proceedings, acting on your behalf in the ensuing litigation.

It will be appreciated that at this early stage the above is only a brief outline of the work we will be undertaking. We will of course be advising you where relevant and necessary to do so. Our advice will be contained in written communications to you including by e-mail unless we both agree otherwise.

## **Our Approach**

Our aim is to achieve your objectives quickly and efficiently.

## **Ourselves**

1. David Rickard will have principal responsibility for dealing with this matter for you, on a day-to-day basis. He is a senior solicitor with over 20 years experience in civil litigation and matters involving the Courts, Mediation and Negotiation.
2. Once the matter is under way we will keep in touch with you as it progresses as we feel is appropriate unless we agree set update points. You can rest assured that at all times we will do our very best, to take such steps as are needed to procure a successful outcome to your claim. In so doing we will be providing professional advice and guidance and reassurance so that you can approach issues which otherwise would be worrying with a calm and measured approach.
4. You will be informed and an explanation shall be given if for any reason another lawyer in the firm becomes involved in your matter.
5. Mr Rickard's e-mail address is djr@ipulseip.com. We propose to use e-mail and telephone for routine communications. You need to be aware that any e-mails that are sent will not be encrypted and our server is not secured. So as not to prejudice clients who do not have access to e-mails, our policy is to treat incoming e-mails in the same way and order as incoming post unless you and we agree otherwise.
6. We will endeavor to return your calls as soon as we are able. In our absence, when you make contact with the office, you can always leave a message with an indication of the urgency. You can be assured that we will get back to you as quickly as we can. If you would like to have a face-to-face meeting or a telephone conference, we can arrange this at a time which is convenient to us both.

We will always try to arrange meetings and telephone conferences at times which are most convenient for you including weekday evenings. However, we are not usually available at weekends. We can accommodate Skype, conference telephone calls and the like.

## **Assistance from outside people**

During the case it may be helpful to get some assistance from others outside the firm. In particular, it may become appropriate to instruct Counsel (a barrister) and an expert to advise or to assist.

We will let you know if it seems appropriate to seek this further assistance. We may also need to incur other disbursements, including payment of court fees, travel and other costs. The responsibility for paying or reimbursing us for such costs will be yours.

## **Service levels**

We will:

- Up-date you by telephone or in writing with progress on your matter at intervals agreed between us.
- Communicate with you in plain language.
- Up-date you on whether the likely outcomes still justify the anticipated costs and risks associated with your matter whenever a view is formed that the outcomes are likely be different to those which were anticipated at the outset of our instructions. This change of anticipated outcome can arise due to a whole range of circumstances which we will explain to you should they arise.
- Up-date you on the likely time scales as the matter progresses and any important changes in estimates.

- Meet with you, discuss by telephone, or communicate in writing to address any concerns you may have.

### **Basis of charging**

You will pay for our services by reference to agreed hourly rates. In accordance with Solicitors Regulation Authority guidelines, these take account of the status of the lawyer dealing with the matter and the complexity and responsibilities of the work to be undertaken, speed of action, and value of claim. Mr Rickard's hourly rate which applies to work of this kind is £350/hr plus VAT. If any other lawyer becomes involved, we will notify you of that lawyer's hourly rate and seek your agreement to the same. We will also notify you of any changes to the afore-mentioned hourly rates and seek your agreement to the same.

If it becomes apparent that your matter has become more complex than was originally anticipated or of our having to perform work outside normal office hours, we may have to increase the hourly rate. You will of course be notified in advance if this should happen. As is mentioned in paragraph 2.2 to our 'Standard Terms of Business' (see Annex 1 to these engagement Particulars), the hourly rates are also subject to annual review.

Our hourly rates are quoted net of VAT. VAT will be added at the prevailing rate.

At this stage, please read carefully through paragraph 2 of our 'Standard Terms of Business'. This explains in some detail how we calculate our fees based on hourly charging rates. It is very important that you carefully read through paragraph 2 in order that you completely understand how our fees are calculated. I will be happy to respond to any queries you may have on this.

We may also be required to make payment for various expense items (known as disbursements) on your behalf including:

- Court fees;
- Experts' fees; and/or
- Barrister's fees.

Some of these may be significant. Court fees can be extremely expensive. By way of example the Court issue fee is set at 5% of the value of the amount in dispute over £10,000 to a maximum of £10,000 for amounts of £200,000 plus.

We also charge for scanning and photocopying.

The time spent, for which a charge will be made, includes:

- time seeing you or others involved in the case (including travelling if necessary);
- time writing letters, e-mails, texts and other communications to you and others (charged in 6 minute intervals);
- time making or receiving telephone calls (charged in 6 minute intervals)
- time drafting statements and other documents;
- time spent drafting instructions to Counsel or experts;
- time spent on legal research directly connected to your matter;
- time spent in considering settlement proposals;

- time considering and reviewing documents (including letters received from you and others) and/or the matter generally; and
- time travelling to and being at Court
- preparing bundles, papers

### **Budgeting for costs and invoicing**

We are sure you will appreciate that it is impossible to predict the amount of time we will need to spend on your claim. We are setting off on an uncertain journey. Any estimates we provide are only for guidance, not quotes. The ultimate time and disbursements we spend will depend on many factors which are impossible to predict including the complexity of the evidence, the attitude, tactics and stance of your opponents, any applications made by your opponent or applications which may need to be made on your behalf or any interim rulings by the Judge.

In order that you can budget for the costs we will be happy to agree time estimates with you for taking your matter to a particular stage. We will not spend more time than this without your prior authority. Not all clients wish to do this. It is your choice.

It is our practice to sometimes ask clients to make payment to us of sums on account of costs and disbursements, which we will hold in a client account and utilise to discharge costs. It is a condition of your contract with us that these payments are made.

### **Time and cost-efficiency**

We aim to give good value for money, although we will always spend the time necessary to deal properly with your case. Your co-operation in helping, wherever possible, to reduce the time we spend will keep your costs to a minimum and will always be appreciated by us in our busy professional life. In particular, if you can let us have any information requested as soon as possible, that will also help both to speed up the case and reduce costs.

When looking at time and cost-efficiency in litigation it is important to understand the expression "*time incurred in advancing the litigation*".

What does this mean exactly?

- Time which advances the litigation is time spent by us in pursuing the claim and conducting the litigation and any negotiations to settle the litigation.
- Time which does not advance the litigation is time spent by us with you providing regular up-dates and giving comfort and guidance to you whenever you express concerns or wish to raise queries about where we are with the work which we are undertaking, or invoices and charges.

We will of course have to invoice you for all the time we spend whether or not it advances the litigation. Therefore, the way to keep the costs down is not to expend excessive amounts of professional time which does not advance the litigation. We need your co-operation with this. You need to clearly understand that the cost of professional time which does not advance the litigation may not be recovered from your opponent. Obviously, you need to keep this uppermost in your mind before seeking meetings with us or sending e-mails or other correspondence.

We appreciate that different clients require different levels of service. We will provide you with whatever level of service you desire. Invariably there is a shortfall between recoverable costs and client-own costs. The degree to which this is significant will depend on the matters set out above.

### **Cost Orders and cost agreements**

This subject is discussed in detail within Annex 2 below. It is important that you read it carefully. As a potential litigant you need to thoroughly understand the Court's powers in this regard.

### **Risk of having to pay your opponent's costs and insurance protection**

This subject is discussed in detail within Annex 3 below. Of course, once again it is important that you read it carefully and understand the risks and the potential to obtain insurance now to protect yourself against this risk.

### **Money laundering**

The law requires solicitors to obtain satisfactory evidence of the identity of their 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 to launder money. To comply with the law we need to obtain evidence of your identity as soon as possible. Our practice is to request original forms of identification to be delivered to us either in person or by recorded delivery. We will then return them to you.

We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the Serious Organised 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. There may be other obligations under the Proceeds of Crime Act 2002 with which we are required to comply.

To enable us to comply with our legal obligations under The Proceeds of Crime Act 2002, and to ensure that you do not fall foul of that Act, we are unable to accept any cash sums exceeding £500. A cheque, bankers draft or telegraphic transfer from your bank for any large sums of money are of course acceptable means of transferring funds.

### **Quality control**

We aim to offer a professional service, including client care, of the highest quality. Please let us know if we fall short of your expectations. In the unlikely event that this does not satisfy you, you should contact our practice manager who will ensure your complaint is dealt with in accordance with my firm's complaints procedure. Contact details are as follows - Address: 26 Mallinson Road, London SW11 1BP; Tel: 0207 223 4979; E-mail: [dj@ipulseip.com](mailto:djr@ipulseip.com). If you wish to obtain a copy of the firm's complaints procedure, please contact us. As is explained in the written complaints procedure, if you are not satisfied with our handling of your complaint, you agree to use best endeavors to mediate that matter before a third party before any further action is taken. If it still cannot be resolved, then the Solicitors Regulation Authority and the Legal Complaints Service provide complaints and redress mechanisms. For example, see <http://www.legalombudsman.org.uk/>. The Legal Ombudsman will not consider your complaint until a period of eight weeks has elapsed since you first notified your complaint to us. You can rest assured that we will be doing our very best to satisfy your complaint well within the eight week period. 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.

### **Documents**

It is important that you keep all documents which relate in any way to this matter. This includes anything recorded, whether in permanent or semi-permanent form, such as letters, contracts, emails, letters, receipts, diaries, computer records, photographs, videos, and anything else of that kind. Such documents may have to be produced in Court proceedings, and a duty is owed to the Court to ensure the documents are preserved in case they should be required. Similarly, any documents you subsequently obtain which relate to the matter

should also be kept. Also, if you have any other property connected with the matter in any way, you should preserve that property until the case is concluded.

After completing the work, the firm is entitled to keep all papers and documents while there is money owing for charges and expenses. The firm keeps papers (except for any papers you ask to be returned to you) for no more than 6 years and keeps the file on the understanding that the firm has authority to destroy it after 6 years from the date of the final bill, although documents you ask to deposit in safe custody will not, of course, be destroyed. We retain ownership of all work product and all materials produced in relation to your matter.

If it becomes necessary to retrieve papers or documents from storage in relation to continuing or new instructions to act on your behalf we may charge for such retrieval. The firm may also charge for reading correspondence or other work necessary to comply with instructions given by you or on your behalf in this connection.

### **Termination of your engagement**

If you are a "consumer" meaning "an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession"; then under the Consumer Contracts Regulations 2013 you have 14 days from the date of seeking our professional advice to cancel the services. To exercise the right to cancel, you must inform us, by mail to our address, by telephone or by email (details above) of your decision to cancel this contract by a clear statement. If you cancel this contract, we will reimburse to you without delay (and within 14 days) all payments on account received from you (less any fees and disbursement amounts we are entitled to invoice). We may make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. If you exercise your right to cancel having already instructed us in writing to commence the work and before the cancellation period runs out, then you are liable to pay us our reasonable fees and the disbursements for the work carried out up until you have cancelled the contract between us. Those reasonable fees will be based upon the time and costs of the work carried out. If the service has been fully performed at your request prior to you cancelling the contract with us, then you lose your right to cancel and you acknowledge that you have received notice of your loss of the right to cancel in these circumstances.

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

We may decide to stop acting for you or suspend work, for example if we do not receive instructions from you or otherwise do not have the assistance we need to progress the claim properly or if costs/invoices are not paid. We may also stop acting for you if you consistently fail to provide us with clear instructions. We will, however, endeavor to give reasonable notice before ceasing to act so that, if possible, any problems can be dealt with and we can continue to act on your behalf.

It is particularly important to note that if you end the agreement, or we end the agreement, you are still responsible to pay costs, under that agreement, whether or not the matter has at that time reached a successful conclusion.

This letter sets out the firm's terms of business with you, and so your continuing instructions in this matter will amount to acceptance by you of the terms.

As this letter is an important document, please keep it in a safe place for future reference. If you lose your copy do not worry. If you contact us, we will be happy to let you have a copy.

I do hope that this letter usefully confirms the advice given and action agreed upon, as well as dealing with any immediate queries about the day-to-day handling of the matter and the firm's terms of business.

If you have any questions, queries and concerns please do not hesitate to contact me and I would be happy to discuss matters with you.

**Contract between us**

These Particulars and the attached 'Standard Terms of Business' and any separate agreement (concerning the funding of costs) shall form the basis of the contract between us come into effect from the date of engagement, whether signed explicitly or not. They are deemed agreed and signed by virtue of you having provided instructions (whether verbally, or in electronic or hardcopy form). They may be amended from time to time but only in writing by us. In the event that you have not signed a copy of these Terms, you are deemed to have done so and to have accepted these terms and conditions by virtue of having provided instructions and engaged us. You will also confirm your agreement to them by signing a copy when requested and agree that the terms shall have full effect as from the date of your original instructions engaging us. It will however be helpful if you can please sign and return one print of the Standard Terms (on the last page where indicated) as confirmation of the terms of our appointment.

Thank you for taking the time to read these Terms of Business. If you have any questions or comments, we would like to hear from you. If these terms are not in accordance with your understanding of the agreed terms you will advise us immediately.

I apologise for the Standard Terms being in small print. We will be most happy to reproduce these in larger print if required.

Yours sincerely  
David Rickard

Signed .....

Date: 16 June 2017

- Annex 1 Standard Terms of Business
- Annex 2 The Court's power to make cost Orders and cost agreements
- Annex 3 Your opponent's costs and cost insurance

## Annex 1

### STANDARD TERMS OF BUSINESS

#### 1. Introduction

1.1 These terms of business should be read in conjunction with and are subject to the attached Particulars. If there is any inconsistency between these Terms of Business and the terms expressly set out in individual client Particulars or agreements, these terms will prevail over the Particulars. These Standard Terms and the terms of the individual Particulars and client agreements form the entire agreement between us as to the terms of appointment of David Rickard in respect of this matter to the exclusion of all other correspondence or discussion. Should you instruct us in respect of another matter in the future, a separate communication may outline the work to be done but, in such event these Terms of Business will apply between us. Until then the terms of our retainer in respect of that matter will be the same as the terms of our retainer in this matter.

1.2 The advice and work product provided by us will only be used for the specific purpose of the particular engagement by you.

#### 2. Fees and Fee Rates

2.1 In cases where our fee is based on hourly charging rates, the firm will maintain a detailed record of the time spent on this matter by us. Each lawyer has a specified hourly charging rate. Our charges are calculated primarily by reference to the time spent including advising, attending upon you and others, dealing with papers, drafting letters, research, telephone calls, travelling and meetings. We shall also take into consideration such matters as the importance of the transaction to you, its value, its complexity, its uniqueness and the urgency with which it may need to be undertaken. Where we have not agreed a specific fixed fee with you, the normal basis of charging will be to use our specified hourly charging rates but where appropriate to adjust the total sum charges to reflect value, complexity and other factors as described above.

2.2 The firm's rates are subject to review at yearly intervals on the 1<sup>st</sup> January each year.

2.3 In addition to the firm's own professional charges, any bills delivered will include disbursements and out-of-pocket expenses incurred or to be incurred on your behalf during the conduct of the matter. These might include counsel's fees, agents and expert fees, and where appropriate travelling expenses, courier fees, Court fees, draftsman fees and photocopying.

2.4 All work and communications is charged as 6-minute units of time. Scanning and photocopying is charged at 60p per page.

#### 3. Estimates and Third Parties

3.1 In cases where our fee is based on hourly charging rates, wherever possible we may when requested attempt to provide advance estimates and/or up-dates at reasonable intervals of the likely cost of our services. You will however understand that changing circumstances and facts which are unknown to us at the outset can affect the final cost of the work done (for example, in transactional work it is often difficult to predict how vigorously people will negotiate – the more vigorously they do so the higher the costs will be). Accordingly, such estimates are intended only as a general guide and are not firm quotes.

3.2 Where we engage other professionals on your behalf (such as barristers, other lawyers accountants, experts etc), whether in the U.K. or abroad, we do so as your agent. When we engage other professionals, we will do so with care but will not be held responsible for any act or omission of those professionals unless otherwise agreed in writing.

#### 4. Bills and Processes for Terminating

4.1 All bills are subject to VAT at the prevailing rate where applicable.



4.2 All interim bills rendered by us will be interim statute bills, unless otherwise agreed in respect of a specific bill (an interim bill is a self-contained bill which is final in nature but covers an interim period).

4.3 All bills are due for payment on delivery. If any bill remains unpaid for 14 days, we reserve the right to charge interest at 8% per month above the Bank of England rate until payment is made.

4.4 If we have rendered a final bill and we are or become liable to a third party for fees or expenses incurred on your behalf, we reserve the right to render a further bill or bills to cover such disbursement items.

4.5 At your request we may agree to deliver bills relating to this matter to third parties for payment. Please note that we will only be able to deliver non-VAT bills to them and you will remain liable for VAT. You will remain primarily responsible for discharging any indebtedness to this firm which such third party does not pay promptly.

4.6 Clients can discharge our invoices by bank transfer as well as by cheque.

4.7 If you are unhappy with the bill you have the right to raise this by providing full detailed reasons but only within 30 days of the bill being sent to you and use your best endeavors to fully resolve all issues within a further 14 days. We will also use reasonable endeavors to resolve all proper queries raised by you within that time frame. After that period, you are deemed to have accepted the bill as issued or as agreed to be amended by that time. You also have the right to apply to the Court for an assessment of the bill under part III of the Solicitors Act 1974.

4.8 You may end your instructions to us in writing at any time, but we can keep all your papers and documents while there is still money owed to us for fees and expenses.

4.9 We may decide to stop acting for you at any time. We will try to give you reasonable notice that we will stop acting for you.

4.10 If you or we decide that we should stop acting for you, you will pay our charges up until that point. These are calculated on the normal basis plus expenses as set out in these terms and conditions.

## 5. Conflict of Interest

5.1 We have checked our records and we are not aware of any basis on which we have a conflict of interest which would preclude us from acting for you.

5.2 It may be that we are asked by an existing or future client to act on their behalf where their matter may be similar to this one. We will not be restricted from doing so unless there is an actual conflict.

## 6. Client Money

6.1 When we receive money from you which is to be held to be applied on your behalf, this will be held in a separate bank account which will be subject to the strict provisions of the Solicitors Accounts Rules. Deposit interest paid to U.K. residents by us will be paid without deduction of tax. It will be your responsibility to declare sums so received for tax purposes.

6.2 Interest will be calculated and paid to you at the rate received, if any. We may retain the first £50 of each amount of interest as and when calculated to help us cover the administrative expenses of arranging these calculations and payments to you.

6.3 In respect of funds paid to us on account of anticipated costs and disbursements, we reserve the right to apply such sums in the reduction of such costs and disbursements.

## 7. Papers and Documents

7.1 We use Microsoft Office software and Adobe. We have the ability to also store and read jpeg and mpeg files. We are entitled to keep all papers and documents which you provide to us for our records. We will provide to you at cost, if you so request, copies of documents provided to us by you. Our work product, draft documents and materials prepared in connection with your matter will remain our property. We do not undertake to retain files for any particular period of time and reserve the right to destroy files if they are not required six years after the matter has finalised. We will not destroy documents you ask us to deposit in safe custody but may charge you for this service.

7.2 Copyright and other IP rights in any document created by us or on our instructions will be and remain vested in us and will not be transferred to you. We assert the right to be identified as the author of and to object to the misuse of any such document.

7.3 If for any reason at any time (whether during this retainer or after it has terminated) we are required compulsorily to disclose documents or give information verbally or in writing relating to this matter or your affairs pursuant to a Court Order or a notice or demand served by any person who has the authority to compel disclosure by law, then we shall comply with such requirement. In such event we shall be entitled to be paid the costs of doing so by you at our then prevailing hourly rates. If any such documentation or information is subject to legal professional privilege, we will inform you of the requirement made upon us and give you the opportunity to waive privilege. If you do not do so, then we will be entitled to be paid by you for any time spent and expenses incurred in preserving privilege on your behalf.

7.4 The term 'documents' includes anything recorded, whether in permanent or semi-permanent form, such as communications, contracts, receipts, diaries, computer records, photographs, videos, and anything else of that kind.

## 8. Confidentiality, outsourcing of work and auditing and vetting of files

Information of a confidential nature which you provide to us will be kept strictly confidential, subject to our obligations at law. However, if we are working on a matter in conjunction with your other advisers, we will assume, unless you notify us otherwise, that we may disclose any such information to and discuss it with such other advisers as may be appropriate.

External firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files.

## 9. Termination

9.1 We expect to continue to act for you in any matter on which we have accepted instructions from you until the matter is completed. However, either of us can bring the instructions to an end at any time. We may for example terminate our retainer with you:

- > Where a conflict of interest arises
- > Where we consider that it will not be in your best interests for us to continue to represent you
- > Where there is a break-down in trust and confidence between us
- > Where you fail to provide us with the instructions we need to represent you properly
- > Where the costs limit, if any, agreed between us has been reached
- > Where our bills are not settled promptly or you have failed to make payment on account of anticipated costs and disbursements despite a request to do so.

9.2 If instructions are terminated you will be liable for our fees and for disbursements to the date of termination of the instructions, plus any fees and disbursements for work necessary in connection with the transfer of the matter to another adviser of your choice and/or removing ourselves from the Court record as applicable. We can keep all your papers and documents while there is still money owed to us for fees and expenses.

## 10. Identity and Disclosure Requirements

10.1 We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself or for any principal whom you may represent.

10.2 Solicitors are not allowed to disclose information about a client's affairs without the client's authority. By agreeing these terms and conditions of business you authorise us to disclose to the other parties in the transaction and, if applicable, to all other parties in the chain of transactions and their agents and advisers, all information which we have in relation to your involvement in the transaction including any related sale or mortgage and other financial arrangements and wishes as to dates for exchange and completion. You may withdraw this authority at any time but if you do so you should appreciate that we will inform the other party, or parties, and their agents or advisers that this authority has been withdrawn.

## 11. Data protection

We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- > updating and enhancing client records
- > analysis to help us manage our practice
- > statutory returns
- > legal and regulatory compliance.

Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses, tax authorities and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you. We may from time to time send you information that we think might be of interest to you. If you do not wish to receive that information, please notify our office in writing.

## 12. General

12.1 We are not authorised by the Financial Conduct Authority and so we may refer you to someone who is authorised to provide any necessary advice. However, as we are regulated by the Solicitors Regulation Authority we can provide certain limited services in relation to investments, provided they are closely linked with the legal services we are providing to you.

12.2 If you have any problem with the service we have provided for you, then please let us know. We will try to resolve any problem quickly and operate an internal complaint handling system to help us to resolve the problem between ourselves. If for any reason we are unable to resolve the problem between us, you agree to use best endeavors to mediate that matter before a third party before any further action is taken. If it still cannot be resolved, then the Solicitors Regulation Authority and the Legal Complaints Service provide complaints and redress mechanisms.

12.3 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.

## 13. E-Mail

We may, if you wish, establish an e-mail link up with you.

## 14. Limitation of liability

Our aggregate liability, whether to you or any third party, of whatever nature, whether in contract, tort or otherwise, for any losses and costs whatsoever and howsoever caused arising from or in any way connected with each matter upon which we are instructed and/or advise on shall not exceed £100,000, or twice the sum paid by you to us, whichever is lower. We will not be liable to you or any third party for any consequential, special, indirect or exemplary

damages, costs or losses, or any damages, costs or losses attributable to lost profits or opportunities however the indirect or consequential loss or damage is caused, including our negligence but not our willful default or gross negligence.

We will provide advice and legal services to you with reasonable skill and care and we acknowledge that (subject to the other exclusions and limitations in the individual terms of engagement and in these Standard Terms) we will be liable to you for losses, damages, costs or expenses ("Losses") caused by our willful default but no other. Our responsibility shall only extend to the advice and services we provide on matters upon which you have actually instructed us. We will be reliant upon you for the accuracy of the information and/or documentation you provide. We will not be liable to you for any Losses caused wholly or in part by the provision by you of false, misleading or incomplete information or documentation or due to the acts or omissions of any persons other than ourselves or arising from any cause beyond our reasonable control. Where you have concerns which are particular to you and not of general application it is your responsibility to advise us. In the event that you are being advised by one of several professionals and a limitation of liability has been agreed in relation to one or more of them, you agree that our liability to you will not be increased due to the limitation of liability agreed by you with other advisers. Our liability to you under or in connection with the engagement shall be limited to that proportion of the total losses (after taking into account your contributory negligence, if any) determined to be just and equitable having regard to the extent of our responsibility for the losses in question. Your rights in respect of any breach on our part of any client engagement shall only be enforceable if notice in writing giving all material details of any claim shall have been given to us on or before the second anniversary of the conclusion of our professional services on a given matter.

Nothing in this section of these Terms shall impose on us any liability of any kind or for any amount which we would not have but for this section. Nothing in this section of these Terms shall have the effect of restricting our liability in respect of any kind of loss, damage or liability which cannot or must not be excluded or limited under English law.

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

#### 15. Third parties

15.1 Nothing in any individual client agreement or within these Terms shall benefit any third party and the Contracts (Rights of Third Parties) Act 1999 shall not apply.

15.2 Our advice is provided only to you and may not, without our prior written consent, be disclosed to any other party. You will not refer to us nor to our advice in any public document or communication without our prior written consent.

#### 16. Solicitors Regulation Authority

David Rickard is a solicitor holding a practising certificate issued by the Solicitors Regulation Authority (the SRA). The regulatory body is the SRA. This gives considerable protection to our clients. Full details of the SRA's role and the regulations to which we are subject can be obtained from the SRA <https://www.sra.org.uk/home/home.page>.

#### 18. Governing Law & Jurisdiction

The engagement of this firm and the terms of our retainer shall be governed by and construed in accordance with the laws of England and it is agreed that you shall submit to the exclusive jurisdiction of the English Courts.

## Annex 2

### Cost Orders and cost agreements

1. When considering its discretion as to costs the Court must consider all the circumstances of the case. A Judge considers the conduct of a party from the inception of the claim, including before legal proceedings are issued. Factors which the Court will take into account include:

- A. the conduct of the parties;
- B. whether a party (any party) has succeeded on part of their case;
- C. any offer of settlement.
  
- D. whether a party has adhered to the relevant procedures laid down in the Civil Procedure Rules and if you have not done so how far you have deviated from the procedures;
  
- E. whether it was reasonable to raise, pursue or contest an issue;
  
- F. the manner in which a claim has been progressed or defended (tardiness and aggression are just two factors which Courts will penalise);
  
- G. whether the party declined to take part in mediation, Alternative Dispute Resolutions (ADR) or settlement discussions. The Courts now place a great deal of emphasis on these issues. Whilst the Court cannot order a party to engage in this way it can heavily penalise an unreasonable refusal to do so. The current case law suggests any refusal is unreasonable!

3. The Court can make the following cost orders. For one party to pay:

- A. a proportion of the other sides costs;
- B. a stated amount of costs [which the Court considers 'appropriate']
- C. costs from or to a certain date [such as after an offer is made]
- D. costs only relating to certain steps or stages in the proceedings;
- E. costs only relating to one part of a case;
- F. interest to/from a certain date.

4. You will therefore appreciate the importance of following our advice.

5. Sometimes the terms of settlement reached with your opponent will include your opponent's agreement to pay your costs on terms that if these are not agreed they will be assessed by the Court.

6. It is not uncommon at all for a Court to reach a conclusion but award neither party their costs. This leaves each party to pay their own legal fees. The Court does not need to make a finding of poor conduct to make this award.

Therefore it is important for you to be willing at all times to consider all reasonable offers in settlement and to help achieve a settlement by mediation. If you fail to do so or to accept a reasonable offer in settlement you will be at risk in respect of your opponent's costs whatever the outcome of the litigation. The Courts now place a great deal of emphasis on these issues. Whilst the Court cannot order a party to engage in this way it can heavily penalise an unreasonable refusal to do so. The current case law suggests any refusal is unreasonable!

It is also increasingly difficult to ensure that your opponent has the means to pay any successful order both in terms of damages and costs. You must always bear this in mind. We are able to instruct external agents to assess the likelihood of both individuals and companies being able to satisfy any Court order but this is always merely an indication not a guarantee.

Despite that before embarking on litigation we always recommend that you commission such checks as to the likelihood that your opponent can pay as are available. These are usually inexpensive in the grand scheme of things costing a few hundred pounds depending on the circumstances.

It is possible to win your matter, receive a costs award and recover nothing. This would still leave you liable to pay your own legal fees.

In litigation you must bear this in mind at every step of the way. Sometimes an offer of some money now is better than no money at the conclusion. An unenforceable judgement is worth nothing.

### Annex 3

#### Your opponent's costs and cost insurance

There is always a risk that you will be ordered to pay your opponent's costs. Often costs are significant and regularly outweigh the sums argued over. This risk factor, always present, has to be borne in mind when considering any offers in settlement.

As a very rough guide it costs more to bring court proceedings than it does to defend them.

There is a possibility that we can procure for you legal expenses insurance which would indemnify you in respect of some or all of your opponent's costs were the litigation to be unsuccessful. Such insurance is not always available. Insurers would have to consider the risks involved. Counsel's Opinion on the potential outcome may have to be obtained (at your cost) to persuade the insurers to take the risk.

If this insurance is arranged the insurance premium will not be recoverable from your opponent even if you win. However, having this insurance protection would obviously give you peace of mind.

If this insurance is put on foot there are likely to be conditions imposed by the insurers. The insurers may from time to time ask for our advice (or Counsel's advice) at your expense as to the merits of continuing with your claim. The information they request may require you to authorise the revealing to them of personal and confidential information from your file.

The insurers will reserve the right to require you to cease the litigation or accept that you no longer have the cover, if at some stage they take the view that there is a high risk of the claim not succeeding.

The insurance may protect you against only some of the costs which you may have to pay to your opponent or the whole of these costs depending on the terms of the insurance cover.

You are of course at liberty to arrange your own insurance. There are specialist insurance brokers who may be able to assist you with this.