

JAN SOLICITORS

TERMS OF ENGAGEMENT (RETAINER)

Please read all these terms and conditions.

As we can accept your instructions and act on them without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, just phone us on 07593762476.

Application

1. These Terms and Conditions will apply to the use of our services by you (the **client** or **you**).
2. Jan Solicitors of 121 Anerley Road, London, SE20 8AJ with email address info@jansolicitors.com; telephone number (07593762476); (the **Firm** or **us** or **we**).
3. These are the terms on which we provide all Services to you. By using any of the Services, you agree to be bound by these Terms and Conditions.

Interpretation

4. **Consumer** means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;
5. **Terms of Engagement** means these terms made between you and us for the supply of our Services to you;
6. **Delivery Location** means the Firm's premises or other location where the Services are to be offered, as set out in the instructions;
7. **Instructions** means the Client's instructions for the Services from the Firm as set out overleaf;
8. **Services** means the services of the nature and description set out in the instructions.

Services

9. The description of the Services is as set out in our website, literature or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies.

10. In the case of Services and any Goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
11. All Services are subject to availability.
12. We can make changes to the Services which are necessary to comply with any applicable law or legal requirement. We will notify you of these changes.

Client responsibilities

13. You must co-operate with us in all matters relating to the Services, provide us and our authorised employees and representatives with any information or documents under as requested or as required to enable us to provide you with our services.
14. Failure to comply with the above is a client default which entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate our service to you with immediate effect on written notice to you.

Basis of engagement

15. The description of our Services in our website, literature or other form of advertisement does not constitute a contractual offer to sell the Services.
16. When instructions have been given, we can decline them for any reason, although we will try to tell you the reason if it is reasonable to do so.
17. These terms will be the basis of our engagement for the Services you require and have instructed us on, only upon the firm sending an email to the client saying that the instructions have been accepted or, if earlier, the firm's delivery of the Services to the Client.
18. Any quotation or estimate of Fees (as defined below) is valid for a maximum period of 14 days from its date, unless we withdraw it at an earlier time.
19. No variation of the terms, whether about nature of the Services, Fees or otherwise, can be made after instructions have been confirmed in writing unless the variation is agreed by the client and the firm in writing.
20. We intend that these Terms and Conditions apply only to instructions given to us by you as a Client where we, and you the Client, agree to the terms in writing or if verbal by acting on your instructions, and confirming the instructions as soon as practicable thereafter.

Fees and Payment

21. The fees (Fees) for the Services and any additional charges is that agreed with the client at the date of the instructions and set out in writing to the client or such other fee as we may agree and confirm in writing from time to time. Fees for our Services may be calculated on a fixed fee, agreed fee or on an hourly rate basis.
22. Fees and charges include VAT (if applicable) at the rate applicable at the time of the instructions.
23. Payment for Services must be made at least 5 days in advance of carrying out the client's instructions. You must pay in cash or by submitting your credit or debit card details with your instructions and we can take payment immediately or otherwise before acting on your instructions.

CHARGES AND EXPENSES:

24. Our charges are based on the time we spend in dealing with a case. Time spent on your affairs will include meeting with you and perhaps others; any time spent travelling; considering, preparing and working on papers, correspondence and making and receiving telephone calls.

1. The current hourly rates of our solicitors and fee earners unless otherwise agreed, are as follows: -

Grade	Description of Fee earners	Hourly rate
1	Principal Solicitor/ Solicitor with over 8 years' post-qualification experience	£ 280.00
2	Solicitors, fee earners and legal executives with over 4 years' post-qualification experience	£200.00
3	Solicitors, fee earners and legal executives less than 4 years	£155.00
4	Trainees, paralegals and fee earners of equivalent experience	£120.00

2. Routine letters that we write, and routine telephone calls that we make and receive will be charged at 10% of the hourly rate of the solicitor acting for you. For example, if a solicitor is working on your file at a rate of £200.00 per hour and writes a routine letter, the charge for this will be £20.00. Long letters (exceeding one A4 page) and long telephone calls will be charged on a time basis at 50% of the hourly rate. For example, if a solicitor working at a rate of £200.00 per hour spends an hour writing a long letter on your behalf, the fee for writing this letter will be £100.00. Routine letters received will be charged at 3 minutes per item. If your instructions mean that we have to work outside normal office hours, we reserve the right to increase the level of the hourly rates. You will be notified in writing of any increased rate. File opening is charged at £85.00. The minimum charge on any matter is £100.00.

3. The charge rates are reviewed from time to time to take account of changes in our overhead costs and we will notify you in writing of any increased rate. Please also note that the amount of costs which you will have to pay may be greater than the amount you can recover from another party to the case.
4. In addition to the time spent, we may take into account a number of factors, which include complexity of the issues, the speed at which action must be taken, the expertise or specialist knowledge which the case requires and, if appropriate, the value of the property or subject matter involved. You will be charged for the time that a Senior Solicitor or the Supervisor spends considering or amending and finalising the work prepared by the other members of staff but it will still be cheaper for you than if the senior solicitor/supervisor did absolutely everything themselves on your case. Based on the information currently available, we expect these factors to be adequately covered by the hourly rates set out above. The rates maybe higher if, for example, the matter becomes more complex than expected; we will notify and provide you with further clarifications.
5. There may be certain other expenses ('disbursements'), including payments we make on your behalf, such as Court/Tribunal Fees, Medical Report Fees, Inquiry Agents charges and Barristers fees, which you will have to pay. VAT is payable on certain expenses. There are other minor disbursements such as bank charges, land registry fees, Courier delivery, Travel costs and large quantity of photocopying, Facsimile or E-mail transmissions (sent or received) and archiving. We will ask you to pay these on account (i.e. before we incur them), which is normal practice. All disbursements will be shown separately on your Bill of Costs.
6. We will inform you if any unforeseen additional work becomes necessary (for example, due to unexpected difficulties or if your requirements or the circumstances significantly change during the course of the matter). We will also inform you of its estimated cost in writing before any extra charges or expenses are incurred.
7. Payment on Account: - It is normal practice to ask clients to pay sums of money from time to time on account of the charges and expenses which are expected in the following months or weeks. This helps to avoid delay in the progress of their case.
8. Interest: Broad Street Solicitors will pay you interest on the money you pay to us on account of costs and expenses until it is used unless it is a relatively small amount or is used within a short time of receipt.

BILLING ARRANGEMENTS:

25. We will send you an interim bill for our charges and expenses at intervals of at

least 3 months, while the work is in progress. This enables you to budget as the matter progresses. The bills we send out while we are still working on your case are not an exact costing of the full amount due. They do broadly cover some or most of the work done but the full cost is calculated at the end of your case. We will send a final bill after completion of the work.

- a. When we send you a bill, the amount you have to pay will be transferred from our client account in your name to our "office" account which holds our own funds. If your account remains in credit the balance stays on our client account in your name. If there is not enough money to pay an expense or our bill, we will ask you to pay the balance promptly and we may also ask you to pay a further amount to be held on our client account in your name.
- b. Payment is due to us within 14 days of our sending you a final bill. We will charge you interest on the bill at 4% above the base rate of Lloyd's Bank from the date on which payment of our bill is due, if you do not pay our bill within this time. Interest will be charged on a daily basis.
- c. We understand that sometimes it is easier for people to pay bills than at other times. If you have difficulty in paying for the work along the way, please do speak to the person who is dealing with your case straight away. You should tell us if your financial circumstances change and we will do our best to develop the right payment plan for you. We cannot work for free but we will try to assist you.

ALTERNATIVE METHODS OF FUNDING:

26. Many people have legal expenses insurance and you should check your mortgage, your housing/contents insurance, even car insurance to see if you have it. If you have insurance, you are entitled to choose your own solicitor.
 - a. You may also be able to get funding from your (or your partner's) Trade Union or the Equality & Human Rights Commission for cases involving employment/discrimination issues.
 - b. A conditional fee agreement allows a solicitor to offer what is called a "no win, no fee" arrangement when taking on new cases. In other words, the solicitor may offer the client a fee structure which means that while they will receive a success fee if they win the case, if their case should be unsuccessful then no fee will be charged. However, solicitors make the decision on taking on such cases based on several factors. These can include their experience, either as an individual or as a firm, in dealing with similar cases. Another factor is the likely duration of the case. Obviously, the longer a case drags on, the more expensive it is for all concerned and a solicitor will normally prefer cases that are less time-consuming. The other main factor that a solicitor will take on board when deciding on whether to offer a client a conditional fee agreement is the chance of winning the case. If your case is successful, then your lawyer's costs will normally be paid by the other side, and

this will include a “success fee” for your solicitors. However, it is important to understand that if you are not successful you may be required to pay part or all of the costs, not just of your lawyers, but potentially also of the other side’s legal team. It should be noted that not all firms offer Conditional Fee Agreements and they are not applicable to certain types of cases (e.g. family proceedings and most criminal proceedings).

27. LIEN FOR UNPAID COSTS:

A “lien” means the right to hold someone else’s property as security for a debt. If you do not pay our bills, Broad Street Solicitors may have the right to hold onto your paperwork as security for the outstanding costs. This also applies if you decide to change solicitors, where there are costs outstanding. In practice, Broad Street Solicitors will release your papers to your new solicitor if a satisfactory undertaking as to the unpaid costs is given.

28. CONCERNS ABOUT OUR BILLS:

You have a right to know how much you are likely to have to pay Jan Solicitors and should never feel uncomfortable about asking. We hope you will understand why it is often difficult for us to give precise estimates of how much part or all of your case will cost or how long it will take. If you ever want to know anything about costs, all you need to do is ask us.

If you are unhappy about the amount of costs you are asked to pay, please ask the person dealing with your case. Jan Solicitors also has a complaints procedure and if you remain dissatisfied, in certain circumstances, you may ask the Law Society or the Court to assess whether or not the costs we have asked you to pay are reasonable. Please ask if you would like further details of these procedures.

29. OTHER PARTY AND THEIR CHARGES AND EXPENSES:

- a. Just as we will do our best to achieve the most favourable outcome for you, we will try to ensure that as much as possible of your own legal costs is paid by the other side. In the civil court, such as the County Court or High Court, the general rule is that if you win, the other side will have to pay your costs. However, the other party may not be ordered to pay all your charges and expenses or these may not be recovered from them in full; if this happens, you will still have to pay the balance of our charges and expenses. If the other party is legally aided, you may not get back any of your charges and expenses even if you win the case.
- b. If you are successful and the court orders the other party to pay some or all of your charges and expenses, interest can be claimed on them from the other party from the date of the court order. We will account to you for such interest to the extent that you have paid our charges or expense on account, but we are entitled to the rest of that interest.
- c. You will also be responsible for paying the charges and expenses of seeking to

recover any charges and expenses that the court orders the other party to pay.

- d. In some circumstances, the court may order you to pay up the other party's legal charges and expenses; for example, if you lose the case. The money would be payable in addition to our charges and expenses. We will discuss with you whether our charges and expenses and your liability for another party's charges and expenses may be covered by insurance, and if not, whether it would be advisable for you to have insurance to meet the other party's charges and expenses.

30. Withdrawal and cancellation

- a. You can withdraw your instructions by telling us before your case has commenced, you can do so even if you simply wish to change your mind and without giving us a reason, and without incurring any liability. You can cancel your instructions by telling us in writing no later than 5 calendar days from the date of our letter to you confirming instructions. In that case, we must without delay refund to you fees which have been paid in advance for executing your instructions except consultation and file opening fees. Your file will be closed and all documents returned to you.

31. Duration, termination and suspension

- a. These terms and conditions continue for as long as it takes us to perform the Services. Either you or we may terminate the relationship between us or suspend the Services at any time during the case by a written notice of termination or suspension to the other for any reason. If you chose to leave us, we will be sorry to see you go and would always request that you let us know your reasons for leaving us to help us provide a better service. Please note that no legal fees already spent shall be refundable to you at this point.

32. Privacy

- a. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.
- b. These Terms and Conditions should be read alongside, and are in addition to our policies, including our privacy policy and cookies policy which can be found on our website.
- c. For the purposes of these Terms and Conditions:
 - ii. 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the Directive 95/46/EC (Data Protection Directive) or the GDPR.
 - ii. 'GDPR' means the General Data Protection Regulation (EU) 2016/679.
 - iii. 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.

- d. We are a Data Controller of the Personal Data we Process in providing legal Services to you.
- e. Where you supply Personal Data to us so we can provide Services to you, and we Process that Personal Data in the course of providing the Services to you, we will comply with our obligations imposed by the Data Protection Laws:
- f. before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;
- g. we will only Process Personal Data for the purposes identified;
- h. we will respect your rights in relation to your Personal Data; and
- i. we will implement technical and organisational measures to ensure your Personal Data is secure.
- i. For any enquiries or complaints regarding data privacy, you can e-mail: janet@jansolicitors.com.
- h. **CONFIDENTIALITY:**
 - i. Generally speaking, the law says that the information you give to your solicitor for the purpose of obtaining legal advice or because you are involved in litigation is confidential. Your solicitor may not disclose it to anyone, even members of your family, without your permission. This duty to preserve your confidential information applies both to individual and institutional clients of the firm.
 - ii. However, it is important that you are aware that there are some exceptions to this: If you have insurance to cover your legal costs, we will also have to provide information to other third parties, such as this firm's professional indemnity insurers, bank, financiers and other finance houses.
 - iii. If you have any concerns about confidentiality, please let us know.

J. AUDITING OF FILES AND CONFIDENTIALITY:

- i. External firms or organisations may conduct audit or quality checks on our practice. For example, where a matter is publicly funded by the Legal Aid Agency, your file may be seen by the staff from the Legal Aid Agency as part of their assessment of the quality of this firm's work. Additionally, the firm is required to maintain the quality standard set by the Law Society, Solicitors Regulation Authority and other Quality Mark Accreditation providers such as Lexcel. As a result of this, we are or may become subject to periodic checks by outside assessors unless otherwise stated by you. By signing this form, you agree to us disclosing information on your file to the authorities' bodies advised in this document.
- ii. These external firms or organisations are required to maintain confidentiality in

relation to your files.

33. FINANCIAL, TAX AND INSURANCE ADVICE; AND BANKING INFORMATION:

- a. Unless expressly agreed to the contrary, the scope of this firm's work for you will not include tax, investment, or other financial advice.
- b. 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. While the Solicitors Regulation Authority is the independent regulatory body of the Law Society, the Legal Ombudsman is the independent complaints handling body of the Solicitors Regulation Authority.
- c. During the matter, if you need advice on investments, as we are not authorised by the Financial Conduct Authority, we may refer you to someone who is so authorised to provide any necessary advice. However we can provide certain limited services in relation to investments, provided they are closely linked with the legal services we are providing to you, as we are regulated by the Solicitors Regulation Authority. If you have any problem with the service we have provided for you, please let us know. We will try to resolve any problem quickly, and we operate an internal complaints handling system to resolve the problem between ourselves. If for any reason we are unable to resolve the problem between us, then we are regulated by the Solicitors Regulation Authority, and complaints and redress mechanisms are provided through the Solicitors Regulation Authority and the Legal Ombudsman.
- d. We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct 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 Conduct Authority website at www.fsa.gov.uk/register
- e. In the event of our recommending an insurance policy (for example for defective title) we confirm:
 - That the market would be researched before any recommendation is made, and
 - That we would provide a "demands and needs" statement based on the information provided by you, along with reasons for recommending a policy.
- f. Any money that we hold on your behalf will be placed in a bank in accordance with the Solicitors Accounts Rules. We cannot accept any liability to repay money lost through a banking collapse or failure.
- g. In the event we make a claim under the Financial Services Compensation Scheme (FSCS) in respect of client money on their behalf following the collapse of a deposit-taking institution, we will, subject to their consent, give certain client

information to the FSCS to help them identify clients and any amounts to which they are entitled.

h. However, you should be aware that:

- the £85,000 FSCS limit applies to the individual client, and so if they hold other personal monies themselves in the same deposit-taking institution as our client account, the limit remains £85,000 in total;
- If a corporate body client is not considered a small company by FSCS, then they will not be eligible for compensation;
- Some deposit-taking institutions have several brands, i.e. where the same institution is trading under different names. Therefore, you should check either with your deposit-taking institution, the FCA or a financial adviser for more information.

34. EFFECTS OF ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM OBLIGATIONS:

a. Identity evidence:

- i. The law requires solicitors to get evidence of the identity of their clients and sometimes people related to them in order to satisfy that they are who they claim to be and to confirm their address. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money.
- ii. To comply with the law, we need to get evidence of your identity as soon as possible. Our practice is to require production of a current passport or photo card driving licence. We need the original evidence of identity. We will obtain a copy for retention and return the originals to you.
- iii. If you have not already provided and cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity. If you fail to provide us with satisfactory evidence of identity, we would have to decline to act for you or cease acting for you.

b. Disclosure Obligations:

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, terrorist financing or a “criminal property” (e.g. proceeds of tax evasion or benefits fraud). The requirement for us to make this report would override the normal rule of client confidentiality. 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.

c. Financial arrangements with clients:

- i. Our practice's policy is to only accept cash up to £1000.
- ii. 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.

- iii. Where we have to pay money to you, it will not be paid in cash and only be paid by cheque or bank transfer. It will not be paid to a third party unless the circumstances are fully explained to our satisfaction.

35. INSURANCE COVER:

- a. In the unlikely event that we make a mistake in any matter, we confirm that the firm has insurance cover approved by the Solicitors Regulation Authority up to a limit of £2 million per claim. The firm does not accept liability for any claim to the extent that it exceeds this amount. If you believe that your matter may involve a potential liability over £2 million, please inform us in writing, so that we can obtain a quotation for “top up” cover.
- b. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profits or opportunities.
- c. We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.
- d. Please ask if you would like us to explain any of the terms above.
- e. **Provision of Service Regulations 2009:**

We comply with the above regulation by displaying the required details of our Professional Indemnity Insurance in each of our offices.

36. OUTSOURCING OF WORK:

Sometimes we ask other companies or people to do [typing/photocopying/other work] on our files to ensure this is done promptly. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

37. STORAGE OF PAPERS AND DOCUMENTS:

After completing the work, we will keep our file of your papers (except for any of your papers that you ask to be returned to you) for such a period as we deem appropriate in our absolute discretion, which is not exceeding 6 years. We keep the file on the understanding that we have the authority to destroy it six years after the date of the final bill we send you for this matter. We will not destroy documents you ask us to deposit in safe custody.

If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However, we may charge you both for:

- time spent producing stored papers that are requested
- reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

38. COMPLAINTS:

- a. All solicitors must attempt to resolve problems that may arise with their services. It is therefore important that you immediately raise any concerns you may have with us. We value you and would not wish to think you have reason to be unhappy with us.
- b. We are committed to and confident of providing a high quality service in all respects. If, however, you have any queries or concerns about our work for you or about our bill, please raise them in the first instance with fee earner who is dealing with your matter by telephone, fax or post. We have a procedure in place which details how we handle complaints which could be obtained by contacting Olusegun Ola who is this firm's client care compliant officer. We have eight weeks to consider your complaint.
- c. 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 at PO Box 6806 Wolverhampton WV1 9WJ, by telephone No. 0300 555 0333 or by email: enquiries@legalombudsman.org.uk to consider the complaint. The Legal Ombudsman's website is at: www.legalombudsman.org.uk. Normally, you will need to bring a complaint to the Legal Ombudsman on the expiry of 8 weeks of you bringing your complaint to us or within six months of receiving a final written response from us about your complaint. However, there are also exceptions when you can bring your complain earlier or later to the Legal Ombudsman which are detailed on the Legal Ombudsman website.
- d. If your complaint is about your bill, you can apply for an assessment of the bill under Part III of the Solicitors Act 1974. The Legal Ombudsman cannot consider a complaint about the bill if you have applied to the Court for assessment of the bill. We may be able to charge interest on all or part of an unpaid bill.
- e. Any concerns about our commitment to equality and diversity will be dealt with in line with our Equality and Diversity Policy, a copy of which is available on request.

39. AGREEMENT:

Your continuing instructions in this matter will amount to your acceptance of these terms and conditions of business. Even so, we are sending two copies of this letter. One is for you to keep. Please sign and return other one to us. Unless we hear from you within seven days of the date of the letter accompanying these notes, we shall assume that our Terms and Conditions are acceptable to you and continue to work on your case. Please note that, once you have entered into this Agreement your right to challenge the terms including the hourly rates set out in these Terms and Conditions will be restricted.

40. Circumstances beyond the control of either party

In the event of any failure by a party because of something beyond its reasonable control:

- a. the party will advise the other party as soon as reasonably practicable; and
- b. the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure

which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery and the right to cancel below.

This is an important document: please keep it in a safe place for future reference.