

# CHRISTIAN LAVERGNE SOLICITORS

## Terms and Conditions of business

### 1. INTRODUCTION

- 1.1. These terms and conditions of business set out the basis on which Christian Lavergne Solicitors (referred to in these terms and conditions as "we" or "us") will carry out work for you. This document should be read together with and is subject to, our client care letter. Christian Lavergne Solicitors is the trading name of Christian Lavergne Limited (Company Registration No: 08196478).
- 1.2. If there are any inconsistencies between these terms and conditions of business and our client care letter, the client care letter will prevail.
- 1.3. Unless we expressly agree otherwise, these terms and conditions of business apply to any future instructions you give us.
- 1.4. Your continuing instructions will amount to your acceptance of these terms and conditions of business
- 1.5. We hope that by sending our client care letter and these terms and conditions of business to you we have addressed any queries you may have concerning your instruction of this firm. If, however, you have any further questions, please contact the partner/director with ultimate responsibility for this work named in our client care letter and/or proposal document.
- 1.6. This is an important document; please keep it in a safe place for future reference.

### 2. THOSE RESPONSIBLE FOR YOUR WORK

- 2.1. The work you have instructed us to carry out on your behalf is described in our client care letter. Where possible, we will confirm any change in your instructions in writing.
- 2.2. The advisers who will carry out most of the work in this matter and the director(s)/partner(s) of this firm with ultimate responsibility for this work and for you as a client are set out in our client care letter. Other staff may carry out work for you. Usually this will be apparent from letters or telephone calls which you receive from us, although sometimes people will be working "behind the scenes". Trainee solicitors and paralegals may do work for you under the supervision of solicitors. Their use is cost effective where they perform tasks such as research, administration and preparing first drafts of documents and letters. You may ask for details of all those working for you at any time.
- 2.3. If for any reason any of the advisers assisting you in this matter is unavailable, please ask for his or her secretary or another member of their team who will try to assist or take any message for you.
- 2.4. We aim to provide our service in an un-interrupted manner, however you should be aware that there may be times when mail, courier, telephone, e-mail or other electronic communication facilities are interrupted or suffer delays preventing either you or us or some other party with whom we are dealing on your behalf from sending or receiving messages or documents or delaying the delivery of such messages.

- 2.5 Whilst that is regrettable, we are not responsible or liable for any loss or damage resulting from any delay to or interruption of any communications network, delivery system and service of any electronic communication system for reasons beyond our control.
- 2.4. We will try to avoid changing the people who handle your work but if we do change them, we will inform you promptly who will be handling the matter.
- 2.5. Some of the people advising you may not
- 2.6. be solicitors although they work under the supervision of solicitors. We believe that this can benefit you because we can, where appropriate, introduce a range of disciplines and backgrounds to help us with the particular issues involved with your work. We accept responsibility for the work they do in the same way as we do for all our solicitors. We will be happy to provide you with a list of the non-solicitors working for us should you request it and we will always tell you if a non-solicitor is assisting with your matter.
- 2.7. This firm operates a quality assurance system. Under this system, a solicitor not responsible for your matter may review your file.
- 2.8. Everyone working for you from time to time will be working for and on behalf of Christian Lavergne Solicitors and not in a personal capacity.
- 2.9. Copyright in any document created by us is and remains vested in us and will not be transferred to you. We may object to any misuse of such

document.

### **3. OUR CHARGES**

- 3.1 Our charges are set out in our client care letter. Unless otherwise expressly agreed, time spent will be the basis of charging and is set out in more detail below.
- 3.2 We may be able to agree an alternative charging arrangement such as a fixed fee. Any such arrangement will be set out in our client care letter.
- 3.3 In our client care letter we give, if we are able to at an early stage, the best estimate possible about the likely overall costs, including a breakdown of charges, VAT and expenses. The detail and accuracy of the estimate will depend on the nature of your instructions. Obviously, in some cases it is less easy to predict the time, and therefore the charges; than in others. The estimate will:
  - 3.3.1 give a realistic estimate of charges and expenses; or
  - 3.3.2 give a forecast within a possible range of charges and expenses; or
  - 3.3.3 explain to you the reasons why it is not possible to fix, or give a realistic estimate or forecast of, the overall costs, and give instead the best information possible about the cost of the next stage of the matter.
- 3.4 Unless we expressly agree otherwise, all estimates, quotations or other indications of cost are intended as a guide and are subject to change.
- 3.5 Unless it is self-evident, we will inform you if any unforeseen extra work becomes necessary. We will also inform you as soon as it appears that

a costs estimate or agreed upper limit may or will be exceeded. If we are subsequently asked to provide any additional services then these services will be subject to a separate charge outside any costs that we have agreed.

- 3.6 We keep a detailed record of the time spent by each person working on your matters. Each adviser to you has a specified hourly charging rate and records time in units of six minutes. Our charges are calculated mainly by reference to the time spent on advising on the matter, including advising, meetings with you and perhaps others, drafting and negotiating documents, dictating and drafting letters and file notes, research, correspondence, making and receiving telephone calls, read receipts, travelling, waiting time and time spent in supervising the matter. We may also take into consideration issues such as urgent, varied or delayed instructions, the importance, value, complexity, uniqueness and urgency of the work and the outcomes delivered.
- 3.7 Our rates are reviewed on 1 January in each calendar year. We may also review our rates at other times. Please also note that the qualification levels of solicitors may increase during the course of the matter. Should rates change before the matter is concluded, we will inform you of the new rates.
- 3.8 If we do not complete the work, we will charge you for the work done and expenses incurred in accordance with this Paragraph 3.
- 3.9 Please remember that you can at any time ask for full details of the charges and expenses that have been incurred in respect of your matter.

#### 4. EXPENSES AND VAT

- 4.1 In addition to our charges, we will require you to pay **in advance** (see below) all disbursements and expenses incurred by us during the conduct of your matter. These may include, for example, court fees, counsel's fees, agent's and expert's fees, search fees, stamp duty, stamp duty land tax, land registry fees, registration fees, courier fees, costs draftsman's fees, company searches, telephone conference calls, secretarial support outside normal business hours and travel. The cost of routine telephone calls, postage and photocopying is included in our charges and will not be charged as a separate expense. These expenses will generally be itemised in our bills.
- 4.2 We will charge VAT on our charges at the applicable rate at the time our bill is issued to you. If we have agreed a fixed fee with you we will add VAT to our charge at the rate that applies when the work is done. VAT will also be payable on certain expenses and disbursements.

#### 5. PAYMENT ON ACCOUNT

- 5.1 From time to time we may ask you to make payments in advance. These are to cover our expected charges disbursements and expenses and help to avoid delaying progress in the matter. We reserve the right to cease acting for you in the event that such payments are not made when requested.
- 5.2 Where we are holding money for you, either paid by way of a payment on account of costs or received on your behalf from a third party, you may be entitled to interest where the amount of interest accrued is in

excess of £20. Any such interest will be accounted to you at the conclusion of your matter when a final bill is submitted.

## 6. THIRD PARTIES

- 6.1. We will try to give advance warning of the likely payments you may have to make to third parties, such as counsel and registration fees, and at what stages they are likely to be required.
- 6.2. Where other professionals are engaged to act on your behalf, for example accountants, engineers and other lawyers who are not consultants or subcontractors of this firm, we may require you to contract with them and to pay their charges directly. Where we engage other professionals on your behalf, we do so as your agent. We will take care in engaging them but we will not be liable for any act or omission of those professionals.

## 7. INVOICING ARRANGEMENTS

- 7.1. Unless we agree otherwise, we may send out interim bills for our charges and expenses while the work is in progress. This enables you to budget as the matter progresses. We will send a final account after completion of the work on a particular matter.
- 7.2. We may from time to time issue you with bills comprising only disbursements and expenses.
- 7.3. Accounts should be settled within 28 days. We may charge interest on bills which are not paid within that time period at the rate stipulated from time to time by the Law Society. Interest will be charged from the last date the bill was due for

payment.

- 7.4. If we have issued you with a final bill and we are or become liable to a third party for fees or expenses incurred on your behalf, we may send you a further bill or bills to cover any such disbursements to the extent that these have not been included in the final bill.
- 7.5. If you request us to issue bills marked as being payable by a third party and we agree to the request, you will remain liable for any VAT due on it. You will also be liable to pay the bill or any part of it if such third party does not pay it by the due-date.
- 7.6. We may keep all papers and documents belonging to you while money is owing to us.
- 7.7. If you have paid to us any money on account of our anticipated charges and/or expenses and disbursements, or if we recover or receive any monies from any third party on your behalf we may use such money to pay all or part of any unpaid bills at any time (subject to any restrictions on the use of that money imposed by a third party or court).
- 7.8. If you instruct us to respond to a letter from your auditors on your behalf, we may charge you the cost of doing so at our hourly rates applicable at that time.
- 7.9. Unless agreed otherwise, all bills will be issued in pounds sterling.
- 7.10. If you have any query about your account, you should contact the partner of this firm with ultimate responsibility for this work straight away.
- 7.11. You have a right to object to a bill and apply for an assessment of the bill under Part III of the Solicitors Act

1974.

### **8. RECOVERY OF COSTS IN LITIGATION MATTERS**

- 8.1. You may be eligible for public funding for your matter. If we are unable to provide you with public funding or make an application for public funding on your behalf, we will if you wish refer you to another firm to consider your eligibility.
- 8.2. Your costs may be covered by an insurance policy. You should check with your insurers as to the level and extent of any such cover before instructing us to undertake any work on your behalf as cover can rarely be obtained retrospectively.
- 8.3. It may be possible for your costs to be paid by someone else, such as an employer or a trade Union. Above, you should check with the relevant body as to the level and extent of any such cover before instructing us to undertake any work on your behalf as cover can rarely be obtained retrospectively.
- 8.4. In litigation the usual rule is for the losing party to pay the successful party their reasonable charges and expenses. These would be assessed by the Court in the event that they were unable to be agreed between the parties. Ultimately, the Court may order the other party to pay only some of your legal charges and expenses and not all of them.
- 8.5. We will try to recover the maximum amount of legal charges and expenses from the other party if you are successful. You will, however, remain responsible for any shortfall and for paying the whole of your legal charges and expenses if the other party defaults on payment for any reason.

8.6. In some circumstances (usually if you lose all or part of your case) the Court may order you to pay the legal charges and expenses of the other party. These will be payable in addition to your own legal charges and expenses. It is sometimes possible to insure against this risk and we can provide you with information about this on request.

8.7. If you are unsuccessful at a Court hearing during your case, the Court may order you to pay certain legal charges and expenses immediately or within a certain specified time. You normally have to pay within 14 days.

8.8. Different rules apply to the recovery of legal charges and expenses in lower value cases (usually £5,000 or less) which fall within the small claims court procedure. Usually in such cases each party will be responsible for their own legal charges and expenses subject to the discretion of the Court.

### **9. COUNSEL'S OPINIONS**

9.1. If you instruct us to obtain the opinion of a barrister, subject to us receiving the consent of the barrister concerned to do so, we may store a copy of the opinion, electronically or otherwise, in our internal know-how system.

### **10. E-MAILS AND STORAGE OF PAPERS AND DEEDS**

10.1. Unless you instruct us to the contrary, we may use e-mail facilities when acting for you. With e-mails security cannot be guaranteed so please let us know if this causes you concern.

10.2. Following completion of the matter, we will keep our file of papers

(except for any of your papers which you ask to be returned to you) for no more than 6 years after sending you our final bill. We may destroy our file after that time. We will not destroy documents you ask us to deposit in safe custody, but we reserve the right to charge a fee for storage.

10.3 We do not normally make a charge for retrieving stored papers or deeds in response to continuing or new instructions to act for you. However, we may charge you for the time we spend on reading papers, writing letters or other work necessary to comply with the instructions or to send the papers back to yourselves or to other solicitors.

10A. If at any time, whether during or after the end of this matter, any legal duty requires us to disclose documentation or give information orally or in writing relating to you or to this matter, we may recover from you the cost of complying with such duty. If any such document is subject to legal privilege, we shall notify you and ask you whether you want to waive privilege. If you do not waive privilege, we may charge you for any time spent and expenses incurred by us in preserving privilege on your behalf at such hourly rates applicable at that time.

## **11. MONEY LAUNDERING**

11.1 Like all firms of solicitors, we are now required by law to apply procedures to guard against the risk of money laundering.

11.2 In order to comply with the law on money laundering we need to obtain evidence of your identity as soon as possible. We should therefore be grateful if you would provide us with documents to verify your identity and

address. Normally the evidence we would ask for is your passport, plus two documents to establish your address, such as recent utility bills, council tax statements, or bank statements.

11.3 We do not normally accept payment in cash, but in some circumstances we will do so up to a limit of £500.

11.4 At the start of any matter we will normally ask you to tell us the source of any funds you will be using. It is simplest for us if the source is an account, in your name, in a UK bank or building society. If the source is an unusual one, such as an account in another country, or in the name or someone other than yourself, please tell us as early as possible, including the reason.

11.5 We always seek to keep our clients' affairs confidential. However the Proceeds of Crime Act 2002 can oblige us to report information about financial offences to Serious Organised Crime Agency. In particular, if it seems that any assets involved in your matter were derived from a crime we may have to report it. This can include even small amounts of money, and covers all offences, including for example tax evasion and benefit fraud.

11.6 If we have to make a report we may not be able to tell you that we have done so because the law prohibits "tipping off". A report may result in an investigation by the police, the Inland Revenue or other authorities. The law contains exceptions. If you are concerned about how this may affect you, please ask us to clarify.

## **12. DATA PROTECTION**

12.1. If your instructions require us to process information about any

person that is defined by the Data Protection Act 1998 (as amended from time to time) ("DPA") as personal data, we will do so as a data processor (as defined in the DPA). You shall remain the data controller (as defined in the DPA) for the purposes of such processing.

12.2 We will only process personal data on your behalf in accordance with your instructions and in compliance with the principles set out in the DPA.

12.3 In relation to personal data provided to us concerning you, your directors or staff, we will be a data controller under the DPA and will store and process such personal data in accordance with the provisions of the DPA. Your personal data will be used only for the purposes of general administration, giving advice on this matter, issuing bills and to provide you with notification of future client events. Your personal data will not be passed on to third parties except where we are legally obliged to do so. We will not notify any third party of the fact that we act or have acted for you unless you consent for us to do so.

### **13. TERMINATION**

13.1. You may terminate your instructions to us in writing at any time.

13.2 We expect and hope to act for you until completion of your matter. We may terminate our contract by giving you reasonable notice. We may only decide to stop acting for you with good reason such as, for example, if we are unable to secure clear or proper instructions from you, the relationship of trust and confidence between us breaks down, or you fail to pay our charges and expenses in accordance with these terms. This will be regardless of the stage that we have reached in proceedings.

You will be responsible for our charges and any expenses incurred on your behalf up to the point where the contract between us ends.

13.3 If you or we decide that we will stop acting for you, we will charge you for the work done and expenses incurred as stated in Paragraph 3.8 plus any charges and expenses 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 (if applicable). On termination, you will remain liable for any interest owing on unpaid bills in accordance with Paragraph 7.3.

13.4 Once we have completed a matter and closed our file we are not responsible for dates and deadlines that may arise as a result of that matter. For example, you should diarise critical dates for service of documents, expiry of time limits, exercise of options, renewal of leases and rent reviews.

13.5 We may exercise a lien over all papers and monies in our possession if our fees remain unpaid either during or after your instruction of this firm has come to an end.

### **14. RAISING QUERIES OR CONCERNS WITH US**

14.1. We are confident that we will give you a high quality of service in all respects. If you have any queries or concerns about our work for you, please take them up first with the person with whom you have most contact in relation to a particular matter. If that does not resolve the problem to your satisfaction or you would prefer not to speak to that person then please speak to the partner with ultimate responsibility for this work or the Client Care Partner set out in the client care letter and/or proposal document or

this firm's complaints handling member Mrs Pauline Iwuagwu.

14.2 All firms of solicitors are obliged to attempt to resolve problems that clients may have with the service provided. It is, therefore, important that you immediately raise your concerns with us. We value you and would not wish to think you have any reason to be unhappy with us. We aim to be proactive and innovative with our clients, responding to their needs effectively and objectively.

14.3 If you feel that we have not dealt with your complaint adequately, you can ask the Legal Ombudsman at PO Box 15870, Birmingham B30 9EB to consider your complaint. 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.

## 15. LIABILITY

15.1 We have an interest in limiting the personal liability and exposure to litigation of our employees, partners and consultants, since they will act at all times for and on behalf of Christian Lavergne Solicitors and not in a personal capacity. Accordingly, by accepting our terms and conditions, you agree that any claim of any kind arising out of or in connection with the services (or any other advice provided by us to you of whatever nature) shall be brought only against Christian Lavergne Solicitors and that no claims will be brought personally against any of our partners, employees or consultants involved in the provision of the services to you; and

15.2 If, as well as Christian Lavergne Solicitors, you have appointed others to advise you in relation to the services (or any other advice

provided by us to you of whatever nature), our aggregate liability to you in respect of breach of contract, breach of statutory duty, tort (including negligence), or any other act or omission on our part shall be limited to that proportion of the loss or damage (including interest and costs) suffered by you which is attributable to us or our partners, employees and consultants having regard to the contribution to such loss and damage by any other person. This will remain the position, even if you have agreed a limitation of liability with any of your other advisers so that consequently you may not be able to recover a part of any loss for which they might have otherwise been liable.

15.3 We, Christian Lavergne Solicitors, will not be liable for any loss, damage, cost or expense arising in any way from:

15.3.1 Fraudulent acts, misrepresentations or wilful default;

15.3.1 Failure to properly advise us or give us the correct information;

15.3.1 Delay in instructing us or providing us with information that we request; on your part or on the part of your members, employees, agents or assigns.

## 16. INVESTMENT AND TAX ADVICE

16.1. Christian Lavergne Solicitors is not authorised to provide investment services and no part of our advice on this matter should be seen as investment advice.

16.2 We will not provide any advice on the direct and/or indirect tax issues arising in connection with a matter



unless we agree to do so in writing. If in the course of a matter, tax information becomes available to us, we may pass this on to you, but this will not mean that we have taken on the role of providing tax advice, unless we have expressly agreed to do so in writing.

other provision. If any such provision is or becomes illegal, void or unenforceable the remaining provisions will continue in force as though that provision had not been included.

## **17. EQUALITY AND DIVERSITY**

- 17.1 This firm is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees.
- 17.2 We shall endeavour to meet any special requirements as far as possible, to ensure that we provide you with the best service possible.

## **18. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

- 18.1. The provisions of these Terms and Conditions of Business and our client care letter are between you and Christian Lavergne Solicitors and do not confer any benefit or right to enforce any of its terms on a person who is not a party to this Agreement.
- 18.2. Advice that we give you must not be passed on to others without our prior written consent. The advice which we give is confidential and for the exclusive use of you as our client.

## **19. GOVERNING LAW AND SEVERABILITY**

19.1 These Terms and Conditions of Business and our client care letter will be governed by English Law and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

19.2 Each provision of these Terms and Conditions of Business and the client care letter is severable and distinct from every