

# **RANDLE THOMAS LLP - TERMS OF BUSINESS (FEBRUARY 2024)**

**If you have difficulty reading the following, we can provide a copy in larger print.**

## **1. Understanding the Jargon**

“Clients’ Account”. We have to keep clients’ money in a separate bank account from our own. This account is called a Clients’ Account. There are very strict rules to ensure the safety of clients’ money.

“Costs” includes both fees and expenses (see below).

“Expenses” (also called “Disbursements”) are sums we have to pay out on your behalf, other than our own fees, e.g. search fees, Land Registry fees, payments to Barristers or experts, Court fees and Stamp Duty Land Tax.

“Fees” are our own charges for our work for you.

## **2. Calculating our fee**

Unless we agree otherwise, we work to hourly rates, details of which are set out below. In many cases we can give you an estimate of the overall cost. These estimates are a guideline and not a firm quotation. Nevertheless, we usually charge within those estimates and, on the rare occasions when we have to charge more than we estimated, you will be warned of this. If, however, we take on extra work, or meet complications which were not foreseen when the estimate was given, we will be entitled to charge more.

## **3. Charging Rates**

The rates at which our fees are charged vary according to who is doing the work and what they are doing. The basic hourly rates (effective from 1<sup>st</sup> February 2024) are £275.00 plus VAT for Partners/Members of the LLP, solicitors and consultants; £240.00 plus VAT for senior fee-earners who are not Solicitors; and £190.00 plus VAT for other fee-earners. In addition, we charge travelling expenses of 45p per mile plus vat.

Our time is charged in 6 minute units - short letters and telephone calls are therefore charged at 1/10th of the hourly rate.

The charging rates will be reviewed, and possibly increased, from time to time. You will be told, in writing, of any increase, and the date upon which it comes into effect.

## **4. Fees Ceiling**

If you wish, you may put an upper limit on the Fees which we are allowed to incur. If you do this, we will not exceed that limit without your prior approval.

## **5. Cases where we do not charge at a simple hourly rate**

Different charging rates or methods apply in some types of work, for example:-

In some cases we work to a fixed fee.

In certain cases the fees reflect the value of the transaction with which we are dealing or the deceased’s estate which we are administering.

In all these cases where our fees differ from a simple hourly rate, you will be told the charging basis separately and in writing.

## **6. Value Added Tax**

Any figures mentioned for fees or expenses exclude VAT unless otherwise stated. VAT will be charged at the rate in force when the work is done, even if the rate of VAT in force when we agreed or estimated

a fee was different.

## **7. Time of Payment**

Expenses are payable by us as they arise, so apart from small amounts you will need to pay us in advance so that we can pay them for you.

Fees are charged at the end of the matter and we also reserve the right to submit interim bills on any ongoing matters at reasonable intervals. These are normally monthly or quarterly; the frequency depends on the rate at which Fees are building up. This is separate from, and additional to, our right to request payments on account - see below. This practice assists our cash-flow and enables you to budget for Fees.

When a bill has been delivered, any money which we are holding on your behalf in our clients' account will be transferred to our own account. Each interim bill has the same effect as a final bill; we have the right to sue for payment if necessary and the client has the same rights to challenge and dispute the bill.

Where larger sums are involved, we normally ask clients to make "payments on account" before we begin work. These are payments up front and they are not intended to be estimates of the final charge, which is normally larger. Payments on account are not the same as bills. Money paid on account is deposited in our clients' account in your name and remains there until it is used either for expenses, or towards fees for which you have been sent a bill.

## **8. Interest**

If any bill is unpaid for more than 14 days from the date of delivery, we reserve the right to charge interest at the County Court rate (currently 8%).

If we are holding money on your behalf it will be held in our Clients' Account and, subject to this paragraph, a sum in lieu of interest will be calculated and paid to you in accordance with the Solicitors Accounts Rules 2019.

- We will pay when the sum in lieu of interest payable is calculated to be £100.00 or more;
- Such calculation of the sum in lieu of interest will only apply where we hold funds on your behalf for more than 28 days;
- We calculate sums payable to clients based on the rate of interest we are able to obtain from Lloyds Bank, however, we do not pay the full rate of interest earned on the total sum in our Clients' Account funds as this rate reflects the large sum of clients funds we hold;
- We aim to account to you for a sum in lieu of interest at a rate that is reasonable and will be calculated at the published rate of interest on the Lloyds Bank Business Client Premium Account depending on the amount of the funds held on your behalf;
- We do not pay sums in lieu of interest where monies are being held on account towards fees and/or disbursements;
- We will provide you with a copy of the Solicitors Accounts Rules 2019 at your request.

## **9. Use of e-mail**

While we are able, and generally willing, to carry on correspondence with established clients by e-mail, clients electing to use this means of communication must accept that we cannot in any way guarantee its security, as regards confidentiality or the risk of viruses. We do not accept formal service of documents by e-mail except by prior agreement.

## **10. Disclosure of Information**

Please be patient if we ask you to explain the source of money which you are paying over to us, or for

evidence of your identity and other personal information. There are considerable obligations placed upon us to make enquiries, for example the Proceeds of Crime Act and Money Laundering Regulations, our professional Rules and Code of Conduct and our duty to mortgage lenders. To help us with this, please show your date of birth when returning this form. We may also need to divulge personal data in limited circumstances.

#### **11. Data Protection, the Proceeds of Crime Act, Money Laundering and Client Confidentiality.**

There are various circumstances in which our files may be inspected by outside bodies – e.g. our Accountants, Lexcel, and the Solicitors Regulation Authority. We take protection of your personal data very seriously. It is important to note, however, that your personal data might be viewed when these inspections take place. Although there might be times when we are under a duty to reveal your personal data, if you do not consent to this being available under a routine inspection by any of these bodies, please delete item 4 in the declaration at the end of this form. We have a duty to enquire into the source of any money passing through our hands, and to notify NCA (without warning the client) of any case where we are not satisfied about that information. If this is not acceptable please notify us, but this may mean that we cannot continue to act for you.

#### **12. Problem Solving and Complaints**

We aim to provide all our clients with a caring and efficient service - our clients and our staff are of prime importance to us. We hope you will be pleased with the work we do and the amount of our charges, but if there is anything you are not happy about, details of our internal complaints procedure (which is the first step in any complaint) are available on demand at our offices. A copy of our complaints procedure will be supplied within two working days of a request directed to the Client Liaison Partner at the postal address or e-mail address shown on our letterhead. Details of further steps, if we should be unable to resolve the matter between ourselves, are contained in the complaints procedure, and further information may be obtained from the Legal Ombudsman – Website address: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk). Phone 0300 555 0333 (8.30am to 5.30pm). E-mail enquiries@[legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk). Mail: Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ. If the complaint is about our bill, the same complaints procedure applies, and you may also have an additional right to apply to the Court for an assessment under Part III of the Solicitors' Act 1974. Please note that the timeframe for contacting the Legal Ombudsman is as soon as possible after allowing 8 weeks for our internal complaints procedure, and no more than 6 months from your last contact with us.

#### **13. Insurance Distribution**

This firm is not authorised by the Financial Conduct Authority (FCA). We are, however, an insurance distributor and included on the register maintained by the FCA so that we can carry on insurance distribution activity, which is broadly advising on, selling and the 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.fca.org.uk/firms/financial-services-register](http://www.fca.org.uk/firms/financial-services-register).

#### **14. Financial Services**

If during this transaction you need advice on investments, we may have to refer you to someone who is authorised by the FCA, as we are not. As we are regulated by the SRA, however, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.

#### **15. Professional Liability Insurance**

UK Regulations require information regarding our professional liability insurance to be available to clients. Details of the cover in force for the current year are displayed in the reception area at our offices.

## **16. Card payments**

We do accept payments for costs and/or disbursements by way of debit or credit cards. We are not able to accept deposit or completion monies in property transactions by card. We recommend that you pay deposit or completion monies by bank transfer or CHAPS.

## **17. Rights of Cancellation**

If you have not been able to visit our office to give instructions, you have a right to cancel within 14 days of the date on which you asked us to act for you. If you seek to withdraw instructions, you should give notice by telephone, e-mail or letter to the person responsible for your work.

## **18. Duty of care and rights of third parties**

The only persons to whom we accept a duty of care are you, the clients who have countersigned these terms of business. Where the clients are a Limited Company, we also accept a duty of care to the Company's directors and shareholders. We accept no duty to any other person who may be affected by, or rely on, the advice which we give. The Contracts (Rights of Third Parties) Act 1999 does not apply to our contract of engagement with you.

## **19. Tax implications**

Apart from cases where we have expressly been instructed to give tax planning advice, we accept no responsibility for the tax implications of any transactions which we have been instructed to carry out, nor of any other work which we have agreed to do.

## **20. Custody of documents**

We do not make a charge for storing clients' deeds, files and other documents, nor for removing them from storage to deal with a future matter in which we are instructed. We reserve the right, however, to charge a reasonable fee if requested to remove documents from storage in other circumstances, such as in cases where we will not be instructed in future work and are asked to send the documentation to another firm and/or to another address. Such charges will be limited to £44.00 plus VAT and postage. We also reserve the right to charge reasonable photocopying costs.

## **21. Banking clients' money**

Clients' money held by us on their behalf is held in our Clients' Account (see 1 above) at a major Bank. In these uncertain times we accept no responsibility in the event of failure or financial difficulty affecting the Bank holding clients' money.

## **22. Termination of our retainer**

We reserve the right to cease acting for a particular client, or in a particular case or transaction, where we consider (in our unfettered discretion) that it is not appropriate for us to continue to act. If we reach the decision to cease to act in any matter, sufficient notice will be given to the client to enable them to make appropriate arrangements for the transfer of any current matters.

**I confirm that I have read and understood, and I accept, these terms of business.**

**I agree to pay your fees at the rates stated, including interim bills.**

**I understand that not all my work will necessarily be carried out by a qualified Solicitor.**

**I authorise the disclosure of my file, or information about me, to bona fide outside bodies.**

**I acknowledge that I have received notice of my right to cancel these instructions and my contract with you within 14 days if my instructions were not given at your office.**

Dated .....

Signed ..... Date of birth.....

Signed ..... Date of birth.....

Signed ..... Date of birth.....

Signed ..... Date of birth.....