



ROTHERA DOWSON
SOLICITORS AND NOTARIES



ROTHERA DOWSON

Terms of Business and Service Commitments

The Partnership

Rothera Dowson is a partnership consisting of limited companies and individuals, details of which can be found on our website, letterhead and/or on request. We use the word 'partner' to refer to the directors of the limited company partners and the individual partners.

Our Offices

Rothera Dowson has five offices.

The main office is at 2 Kayes Walk, Stoney Street, The Lace Market, Nottingham NG1 1PZ.

The other offices are:

- Regent Chambers, 103-105 High Road, Beeston, Nottingham NG9 2JT
- 956 Woodborough Road, Mapperley, Nottingham NG3 5QS
- 52 Rectory Road, West Bridgford, Nottingham NG2 6BU
- 164a Bramcote Lane, Wollaton, Nottingham NG8 2QP

Normal office hours are between 9.00am and 5.00pm on weekdays. Appointments can be made outside those hours if necessary, subject to the availability of the person acting on your behalf.

Service Commitment

We will try to:

- Keep you regularly informed of progress on your matter
- Explain the legal work and the processes involved
- Communicate in plain language
- Advise you regularly of the costs incurred and the risk and benefit of pursuing a matter
- Inform you of the likely timescale involved
- Account to you promptly at the end of your matter for any money due

SRA Code of Conduct

We are governed by the SRA Code of Conduct, full details of which are available at the Solicitors Regulation Authority website at www.sra.co.uk or via a link at our website at www.rotheradowson.co.uk.

Charges and Expenses

Our charges take into account these factors:

- The time we spend dealing with a case.
- Time charged includes meetings with you and others; time spent travelling; considering, preparing and working on papers and correspondence; making and receiving telephone calls and emails. We will tell you separately the current hourly rates for people acting on your behalf. The hourly charging rates take into account all the usual costs of running an efficient business and are reviewed annually – usually in April. We will tell you of any changes.
- The complexity of the issues involved; the speed at which action must be taken; the level of expertise or specialist knowledge required and the value of the property or subject matter involved. In these cases we may increase the level of hourly rate or make an additional charge based on the value of the transaction.

Charges and Expenses (continued)

Where the Legal Services Commission pays our charges, the hourly charging rate will be the amount allowed by the Commission at the current Public Funding rates.

In addition we may incur expenses on your behalf. We will tell you what these are likely to be. VAT at the current rate is added to our charges and to some payments we make to others on your behalf.

Arrangement for Payment of Fees

From time to time we may ask you for money on account of our charges and the expenses we will be paying for you. This helps to avoid delay in the progress of your case.

To help you budget we shall send you an interim account or requests for payment on account of our charges and expenses at appropriate stages while we are working for you or at the end of each quarter. Please pay any requests for payment immediately to allow us to continue working on your file.

We shall send a final bill after completion of the work. Payment is due within thirty days, or on completion in a conveyancing transaction.

If you do not pay us within thirty days, we will charge you interest on the amount due at such rate as may from time to time be payable on judgment debts under statute from the date on which payment is due. We may also decide not to carry out any more work on your behalf until you have paid any sums due.

There are internal and external regulatory limits on the amount of cash we can accept. Please consult us before paying more than £1,000 in cash.

We accept payment of our charges and expenses by debit card and credit card. Note: if you pay by credit card we will add a processing fee of 3% of the amount of the transaction.

Limited Companies

When accepting instructions to act on behalf of a Limited Company we may require a Director and/or controlling shareholder to sign a personal guarantee for our charges and expenses. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses as set out earlier.

Interest

If we have held funds on your behalf, you may be entitled to interest in accordance with the SRA Accounts Rules. Interest is assessed on a fair and reasonable basis and subject to regular review in the light of various factors including current interest rates. Currently interest is only payable if it comes to more than £25.00. Our written policy on the payment of interest is available on request.

Proof of Identity

The law requires solicitors to obtain satisfactory evidence of their clients' identity and, in certain circumstances, the identity of other individuals with an interest in matters in respect of which they are instructed. Please therefore provide us with original documents to verify your identity and address. Ordinarily we need to see either one item from List A and one from List B or two different items from List A of which one must show your address:

Proof of Identity (continued)

List A

- A current Full Passport
- A current H M Forces identity card with the signatory's photograph
- Employers identity card with photograph and signature where we know the employer
- A current UK photo-card Driving Licence
- A current EEA member state identity card

List B

- A bank, building society or credit card statement or passbook containing current address
- A Firearm or Shotgun Certificate
- A receipted utility bill less than three months old
- A Council Tax bill less than three months old
- A Council Rent Book showing the rent paid for the last three months
- A mortgage statement for a lender for the accounting year just ended
- Benefit book or original notification letter from DWP confirming the right to benefits

These lists are not exhaustive and we will be able to advise you about other suitable forms of identification.

Please note that depending upon your status and the nature of the work to be undertaken we reserve the right to request additional evidence of identification.

We will validate name, address and other personal information supplied by you against appropriate third party databases. By accepting these Terms of Business you consent to such checks being made. In performing these checks personal information provided by you may be disclosed to a registered Credit Reference Agency which may keep a record of that information. This is done only to confirm your identity. A credit check is not performed and your credit rating will be unaffected. There will be a charge for such checks, which will be specified in your client care letter.

Confidentiality

Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. The obligation is subject to the law relating to money laundering and terrorist funding. This places solicitors under a legal duty to disclose information to the Serious Organised Crime Agency in certain circumstances. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure. If this happens, we will not be able to inform you that the disclosure has been made or the reasons for it as the law prohibits "tipping-off".

Occasionally we may be required to produce all or part of our file to assessors or auditors as part of our financial audit or quality check. This may include the Solicitors Regulation Authority, Lexcel and the Legal Services Commission. We may also give information from our file to third parties, such as expert witnesses, and other professional advisors.

Confidentiality (continued)

From time to time we may also need to outsource services such as word processing, photocopying or costing files. If you do not want our file to be outsourced, please tell us as soon as possible.

Storage of Papers and Documents

When we have finished working for you we are entitled to hold onto your papers and documents while money is owing to us for charges and expenses. We will keep our file of papers (except for any documents you have asked us to return to you) for no more than six years. We may destroy the file after six years but we will keep any documents you have asked us to retain in safe custody. There is no safe custody charge.

If we are asked to send stored papers or documents or the file to you or to someone else, or to copy items from the file, you agree that we may make a charge for doing so. The charge will be based on the time spent and the costs of copying and retrieval. You also agree that we may charge for reading, correspondence and other work necessary to comply with your instructions or such request.

Equality and Diversity

We are committed to ensuring that our clients are treated fairly, and will not experience inequality, prejudice or discrimination on the grounds of age; colour; disability; family responsibility; gender; health; marital and civil partnership status; pregnancy and maternity; nationality; race or ethnic group; religion or belief; sexual orientation; or other irrelevant criteria.

Termination

You may terminate your instructions to us at any time. We will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses.

In some circumstances we may stop acting for you. For example, if you are not able to give clear or proper instructions; if it is clear that you have lost confidence in the way we are carrying out your work; if you have failed to pay an interim account or meet our request for money on account. We will give you reasonable notice if this is the case.

Resolving Problems

We aim to offer all clients an efficient and effective service. If you are dissatisfied with any aspect of our service, or about your bill, you should raise it first with the person supervising your matter. If you feel that this is inappropriate or you are not happy with the response then please contact Charles George on Nottingham 9106287 or by email to c.george@rotheradownson.co.uk or by post to our main office. We will promptly and thoroughly investigate any complaint you may have. If you are not satisfied with our handling of your complaint, you can ask the Legal Ombudsman Service to consider the complaint. The Legal Ombudsman can be written to at PO Box 15870, Birmingham, B30 9EB. The website address is www.legalombudsman.org.uk, the e-mail address is enquiries@legalombudsman.org.uk and the telephone number is 0300 555 0333. Normally you need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint. Full details of our procedure are available from either our website or from Charles George.

Resolving Problems (continued)

In relation to your bill, you may also have the right to apply to the Court for an assessment of it under Part III of the Solicitors Act, 1974, but if you do the Legal Ombudsman may not consider a complaint about a bill.

Data Protection

We use the information you provide primarily for the provision of legal service to you and for related purposes and its use is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. You have a right of access under Data Protection Legislation to the personal data that we would hold about you. We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information please notify our office in writing.

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, or alternatively is available at our website.

VAT Number

Our VAT number is 117 077 088.

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