

## **FISHER STONE SOLICITORS**

### **TERMS AND CONDITIONS**

The following terms of engagement apply to all work carried out by Fisher Stone Solicitors except as otherwise agreed. The expression “we”, “us”, and “our” refer to Fisher Stone Solicitors and “you” and “your” refer to our client(s). These terms and conditions will apply to any services we provide and will usually be supplemented by a letter dealing with other details, including the specific services to be provided and any fees payable. These terms and conditions may be revised from time to time when a copy will be available on our web-site – [www.fisherstone.co.uk](http://www.fisherstone.co.uk). The revised terms and conditions will apply from the date they are first available on our web-site. You are free to terminate the arrangement between us if you do not accept the revised terms and conditions.

#### **Our Services**

##### **Scope of our Services**

The scope of the services we have agreed to provide for you in any matter will be agreed between us and confirmed in our Client Care Letter. You agree that you do not require us to provide you advice or further services outside of the scope of the services so agreed.

##### **Level of service**

We will regularly update you by telephone or in writing with progress on your matter in particular, following key events or stages in your matter. We will always endeavour to communicate with you in plain language. Where appropriate, we will update you on the cost of your matter at least every six months and/or at agreed events. Whenever there is a material change in circumstances, we will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter. We will continue to review whether there are alternative methods by which your matter can be funded. We will update you on the likely timescales for each stage of this matter and any important changes in those estimates.

##### **Joint Instructions**

Where we are jointly instructed by you and another client to act in a matter, we will assume that either of you are authorised to give us instructions, unless either of you advise us otherwise. As matters progress, we may need to act on instructions from other people from whom we consider it is reasonable to take instructions in order to progress the matter within the timescales set. Unless informed of any change, we will assume that this remains the case until our work is completed.

##### **Provision of Information**

To assist us in carrying out the work as efficiently as possible, you will need to ensure that all information provided is to the best of your knowledge, complete, accurate and up to date. You should also notify us of any changes or variations to that information which may arise after the date it is passed to us and of any new circumstances that might be relevant to the work we are undertaking.

##### **Responsibility for Work**

The name of the person who will carry out most of the work in your matter and, if different, the supervisor with overall responsibility for your matter will be confirmed in our Client Care Letter. They may from time to time, be assisted by other members of our team i.e. trainees, paralegals etc. However, you will be notified of this either in the Client Care Letter or in writing when applicable.

We try hard to avoid changing the people who are handling your case but if this cannot be avoided, we will notify you promptly of the name and status of the new person who will be dealing with your case.

##### **Regulation**

We are authorised and regulated by the Solicitors Regulation Authority (SRA), SRA number 650607. We practice as Fisher Stone Legal Ltd, trading as Fisher Stone Solicitors. Fisher Stone Legal Ltd is registered in England and Wales, registration number 11369469. Our registered office is Trinity House, Blackwall, Halifax, HX1 2QR.

##### **Contacting Us**

Our office is located at Trinity House, Blackwall, Halifax, HX1 2QR. The normal opening hours are 09.00 to 17.00 on weekdays, excluding

Bank holidays. Appointments can be arranged outside those hours when essential to the interests of a client.

##### **Professional Indemnity**

In the interests of our clients, we maintain compulsory professional indemnity insurance to a total level of three million pounds, our insurers are Travelers Insurance Company Limited. A full copy of our insurance is available to view at our offices. Please ask for details.

##### **Our Charges**

###### **Professional Fees**

Unless you are entitled to have our fees paid by the Legal Aid Agency (in which case different cost considerations apply as set out in our Client Care Letter), the basis for calculation of our fees is primarily by reference to the time spent by the fee earner(s) dealing with the matter (including any time which we spend travelling) and will be charged at an hourly rate.

Where relevant, the hourly rates applicable to your matter will be confirmed to you in our Client Care Letter. We may from time to time review our charging rates and will notify you immediately in writing of any changes which are applicable to your matter.

###### **Estimate of Costs**

We will provide you at the outset of a matter with the best possible information on our costs and will update this information as the matter progresses. As you will appreciate however, a matter can often end up taking quite a different shape from that envisaged at the time when it starts and the legal advisers are instructed. Accordingly, it can be difficult to come up with a clear estimate. However, as matters progress, we should be able to provide you with more detailed estimates of our likely costs and will keep this under review with you.

###### **Limits**

Whilst it is often not possible to estimate charges in advance, it is open to you to notify us of any limit which you wish to impose on our charges after which further reference will be made to you. We will advise you when it appears that any costs estimates or limits are close to being exceeded. Notwithstanding any estimates or costs limits however, the final bill will be a product of the amount of time our fee earners spend on the matter and our agreed fee rates; any estimates provided are neither intended to be a cap nor a target billing figure. Therefore, if significant further work is required in addition to that currently envisaged or if the timetable is extended significantly, our fees will be greater than our indicative estimates. Should it become apparent at any time during the course of the matter that significant further work will be required, we shall of course let you know.

###### **Third party responsibility**

There may be an expectation that a third party (including an insurer) will pay your costs. In the event that the third party does not pay the sums due, you will be required to pay the outstanding costs.

###### **Disbursements**

We may incur certain expenses on your behalf, (for example, such items as court fees, counsel's fees, interpreter costs). You will have to pay those expenses or reimburse us for them in addition to our fees. VAT is payable on certain disbursements.

## **Billing arrangements**

### **Timing of bills**

We will normally send you a final bill for the settlement of our services at the end of the matter. However, if the matter is ongoing, we may render interim bills at agreed intervals.

### **Payments on account**

We will ask you to pay sums of money from time to time on account of the anticipated fees. We will offset any such payments against your final bill. Total fees may be greater than any advance payments.

### **Settlement of bills**

Bills are to be settled in full within *30 days* of receipt. We may charge interest on unpaid bills from *30 days* of delivery of the bill on a daily basis at a statutory rate (currently 8%). If any payment on account is not made or a bill is not settled in accordance with these terms, we reserve the right to decline to act further for you.

### **Lien over papers and documents**

Following the conclusion or termination of your matter, we are entitled to retain your file of papers and documents while money is owing to us.

### **Client account**

It is our policy to only accept cash by prior arrangement and up to £1000. If you circumvent this policy by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds. Where we have to pay money to you, it will be paid by cheque or bank transfer only.

### **Client Interest**

If we hold money on your behalf, in accordance with the SRA Accounts Rules 2011, it is our policy that we will pay you a sum of money in lieu of interest on a fair and reasonable basis. Client monies will normally be held by us in a general client account with our primary banker, NatWest bank.

### **Cybercrime and email Fraud**

Cybercrime and email fraud targeted at law firms and their clients is on the increase. We make every effort to keep our communications with you secure, by installing appropriate firewalls and other security software. We expect that you will do the same in the event that you tell us that you want to communicate with us electronically.

### **Confirmation of our bank details**

If required our bank account details will be confirmed at the outset of your matter. We will not be changing our bank account details during the course of dealing with your matter. We will not notify you of changes to our bank account details by email. We will only notify you of changes to bank account details, in written correspondence which will be sent by postal mail.

We cannot take any responsibility for any losses where funds are transferred to other accounts that have not been verified by us.

### **Sending funds to our bank account(s)**

Prior to transferring any funds to our account, we recommend you contact us to verify our account details.

### **Our firm sending funds to you**

We may not agree to send any funds to you unless it is to a pre-agreed bank account which we have verified. You are responsible for protecting your own data and bank account details.

### **Limitation of Liability**

#### **Reliance by third parties**

Advice rendered by us is provided for the purpose of the instructions to which it relates and for your benefit. It may not be used or relied on for any other purpose or by any person other than you without our prior agreement.

#### **Liability in respect of other parties**

We will use all reasonable endeavours to ensure that all information provided by us is accurate but we cannot account for the accuracy of information provided by or obtained from third parties. We shall not be liable for any decision made or action taken by you or others

based upon reliance on or use of information or advice provided by or obtained from third parties. Where we are asked to recommend the services of another advisor or service provider, we will do so in good faith, but without liability and without warranting the ability or standing of that person or firm. We will not be responsible for the quality of the services provided by that person or firm.

### **Limitation of our liability**

Our liability to you for a breach of your instructions shall be limited to £1,000,000, unless we expressly state a higher amount in writing. 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. 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.

### **Conflict**

An actual or potential conflict between your interests and the interests of another client of the firm may arise during the course of a matter. If this situation arises during our dealings with you, we will discuss the position with you and determine the appropriate course of action.

### **Equality & Diversity**

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

### **Data Protection**

#### **How we use your data**

We are registered as a Data Controller with the Information Commissioners Office. We will use the information that you give us to provide you with legal services, as per your instructions. We will keep your information confidential and will only use it for the purpose(s) for which it was provided or as is permitted in law (i.e. for dealing with complaints or regulatory investigations).

#### **Sharing information**

If you are a legal aid funded client, we may be contractually required to share some of your information with the Legal Aid Agency and our quality assurance auditors. Any examination will be strictly controlled and will be for the sole purpose of ensuring that our handling of your matter meets the requirements of the quality standard.

We may have to share your information with other third parties. Including barristers, experts and other third parties who we need to instruct to assist us with your matter. We may also have to share information with the Legal Ombudsman and the Solicitors Regulation. In doing so we will always take care to ensure that your information remains confidential and safe.

#### **Your Rights**

You have rights under the General Data Protection Regulation and Data Protection Act 2018 and these include the right to be informed what information we hold about you. If you believe that the information we hold is wrong or out of date, please let us know and we will update it. The person in this firm responsible for data protection is our Data Protection Officer, Karin Oliver and enquires and requests can be sent to her by telephone 014220291060, by email [Karin.oliver@fisherstone.co.uk](mailto:Karin.oliver@fisherstone.co.uk) or in writing at the address given above.

We will only hold your information for as long as necessary to provide you with legal services and then for only so long as we are required either contractual or by regulatory obligations. This will generally be six years after the end of your matter. After this time, we will confidentially destroy all information that we hold about you (in accordance with the clauses below relating to storage and retrieval) Other than your name, address and date of birth which we will be obliged to continue to hold for the purposes of ensuring that we never act for another client where doing so would conflict with our obligations of confidentiality to you.

## **Money Laundering Notification**

Under the provisions of our statutory obligations (in particular with regard to our obligations under the Money Laundering Regulations 2017 (as amended) and other relevant legislation including the Proceeds of Crime Act 2002 and the Terrorism Act 2000), we are under a duty to report any circumstances where we know or suspect that a client or matter is involved in money laundering or terrorist financing, to the National Crime Agency. Under these circumstances, we may be precluded from informing you of the disclosure or seeking your consent. If we make a disclosure, we may also have to stop working on your matter for a period of time and may not be able to tell you why.

### **Identification**

The law requires us, in certain circumstances to get satisfactory evidence of the identity of our clients and sometimes people related to them. We may also be required to carry out background checks on our clients and to make enquiries as to the source of funds being used in relation to transactions on which we are instructed to advise. Depending on the type of transaction and/or whether it falls into a regulated sector, we may ask you to provide us with proof of your identity and/or to make searches of appropriate databases. We are required to retain records of the identification obtained. We may delay, decline or cease to act for you if you do not provide any proof of your identity requested. If as a result of meeting our statutory obligations, or executing our internal procedures put in place to meet those obligations in good faith, we cause you loss, damage or delay, our liability to you will not exceed the minimum level of Professional Indemnity insurance cover as specified by the SRA Indemnity Insurance Rules.

### **Email Communications**

We may use Email for communication with you unless you tell us not to. Communications over the Internet are not completely secure. You will have to guide us as to what should or should not be sent over the Internet. Viruses or other harmful devices may be spread over the Internet. We take reasonable precautions to prevent these problems by use of a firewall and virus checking software. If we are to communicate by Email, it is on the basis that you will do likewise.

### **Termination**

#### **Termination by you**

You may withdraw your instructions at any time by written notice to us. Should your matter not be carried through to completion, a charge will be made for the work that has already been completed based upon the fee structure that has been agreed. VAT or similar taxes may be payable on that amount. You will also be billed for all disbursements incurred.

#### **Termination by us**

In some circumstances, we may consider that we ought to cease acting for you. We will only decline to act further for you where we have reasonable grounds to do so (for example: failure by you to settle invoices in full on the due date or to make payments in advance when so requested; failure by you to give clear and proper instructions on how we are to proceed; if it is clear that you have lost confidence in how we are carrying out your instructions; if by continuing to act we would be in breach of the law or rules of professional conduct). If we do cease to act for you then we will confirm in writing the reasons why and give you reasonable notice.

#### **Storage and Retrieval of files**

At the end of the matter, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses. At the conclusion of your matter, we will store your file of papers for a reasonable period of time. We would usually store casefiles for six years from the date of the final bill but reserve the right to determine the period of storage. Such papers or files may be stored in an electronic form (with the original paper version being

destroyed as soon as it is scanned and saved as an electronic file). We also reserve our rights to destroy your files and papers (whether electronic or paper based) after a reasonable period, without prior notice to you, unless we receive a written request from you during this period. At your request we will return any papers or property belonging to you which are not subject to a lien or otherwise being stored for safe keeping.

If we retrieve papers or documents or electronic data from storage in relation to continuing or renewing instructions to act for you, we will not normally charge for the direct cost for retrieval from storage. However, in all other cases, we reserve the right to make a charge for the retrieval or delivery of any stored files (including electronic data), papers or deeds or a charge based on the time we spend reading stored files, papers of deeds, writing letters or other work necessary to comply with your instructions. Our charges would be based on our hourly rate applicable at the given time and we would always discuss this with you beforehand.

**Third Party Rights** The Contracts (Rights of Third Parties) Act 1999 does not apply to the terms of our retainer with you or any subsequent amendment to it unless we expressly confirm in writing this it does apply.

### **Enforcement**

In the event that any of these terms and conditions is held to be invalid, the remainder of the terms and conditions will remain in full force and effect.

### **Governing law**

These terms and conditions shall be governed by, and construed in accordance with, the law of England & Wales. The Courts of England & Wales shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this agreement and any matter arising from it.

### **Future instructions**

Unless otherwise agreed, and subject to the application of then current hourly rates, these Terms and Conditions of Business shall apply to any future instructions given by you to us. Your continuing instructions in this matter will amount to an acceptance of these terms and conditions of business.

As this is an important document, please keep your copy in a safe place for future reference.