

TMJ LEGAL SERVICES

STANDARD TERMS OF BUSINESS

1. GENERAL

• **Service Standards**

- Our aim is to offer you an efficient and effective service and, with your help, we hope to achieve this objective.
- The accompanying letter has the name, status and contact details of the fee earner who has day to day conduct of your file and deals with matters that are relevant to your specific instructions to our firm.
- If a change of fee earner is necessary, we will write to you.
- The paragraphs in this document are numbered for convenience only and have no other significance.

• **Our Commitment To You**

- To progress your file in accordance with your instructions.
- To represent your interests and keep your business confidential
- To explain to you the legal work which may be required and the prospects of a successful outcome.
- To make sure that you understand the likely degree of financial risk which you will be taking on.
- To advise you if legal aid might be available to you
- To keep you regularly informed of progress or, if there is none, when you are next likely to hear from us.
- To try to avoid using technical language when writing to you - tell us when we fail in this aim!
- To deal with your queries promptly, for example, we will always try to return your telephone calls on the same day.
- After completion taking the various procedural steps leading to closure and storage of your file including, where relevant, registration at HM Land Registry and giving notices to relevant persons and/or organisations.

2. OFFICE HOURS, APPOINTMENTS, TELEPHONE MESSAGES, RETURN CALLS AND E-MAIL

• **Office Hours**

- Our offices are open Monday to Friday 9.00 am until 5.00 pm.
- We close our Wingate and Durham offices between 1.00 pm and 1.45 pm each day.

• **Appointments**

- We try to arrange appointments at one of our offices at times convenient to you, preferably during business hours but, by prior arrangement, can facilitate appointments outside these hours. If facilities are available, we are able to meet you at home or your place of work.
- Sometimes we can accommodate clients who call in without an appointment but this might not be possible and your time would then be wasted.
- The idea of a fixed appointment might seem old fashioned but it does allow us to provide a better level of service to all our clients.
- Please do remember to telephone us, if for any reason, you cannot keep an appointment or you will be delayed beyond the appointment time.

• **Telephone Messages**

- Each fee earner has a direct dial and is aware of the importance of your call, but there will be occasions when you will need to consider whether to:
 - leave a message on their voice mail; or
 - send an e-mail; orring our main reception in Hartlepool on (01429) 235616 or one of our other offices:- Peterlee (0191) 5865711, Durham (0191) 3830111 or Wingate (01429) 838225 and leave a message.
- Reception will note your message and send a short version of it by e-mail to the fee earner.
- After hours messages can be left on our Hartlepool answer phone (01429) 235616.

• **Emails**

- If you have access to e-mail please let us have your address. If you are using a facility provided by your employer do remember to ask them for permission and that a third party might access the confidential information we send you.

• **Please note:**

- E-mail is not secure – while we have in place a variety of security measures it is important to remember that e-mail is not secure. We cannot guarantee the privacy or confidentiality of any information that is sent over the internet by e-mail. In accessing and using e-mail, you accept that electronic mail passing over the internet may not be free from interception or interference by third parties.

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- **Return Calls, Replying To Post And E-Mails**
 - Our aim is to return a telephone call or e-mail the same day. If they are received after 2.30 pm our aim is to return them the following day.
 - We are always prepared to return calls from a mobile phone but ask you to remember that a lengthy call to a mobile is expensive and we reserve the right to increase our fees if return calls are constantly required to a mobile phone.
 - Our aim is to acknowledge letters within two working days and reply to letters after receiving instructions from you within three working days.

3. IDENTIFICATION OF CLIENT AND ANY THIRD PARTY PROVIDING FINANCIAL ASSISTANCE OR RECEIVING MONEY FROM US

- The Money Laundering Regulations 2007 require us to:
 - obtain information about a client's identity and to verify that information
 - obtain identity information about people for example a third party such as a friend or relative, who are providing funds to help with a transaction or beneficiaries receiving money from an estate
 - continue to monitor the transaction and keep identity information up to date
- The minimum requirements are for solicitors to get satisfactory evidence of the identity of their clients. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money.
 - To comply with the law, we need to get evidence of your identity as soon as possible.
 - We must be satisfied as to your identity and where you live.
 - Our practice is to ask clients to produce original documents and the usual documents we find acceptable are detailed on the attached guidance sheet.
 - If you cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity.
- In general, the Solicitor's Practice Rules provide that a client's affairs are confidential and must not be disclosed to a third party without consent. This privilege does not apply when information is given to a legal adviser in connection with fraud or money laundering.
- **Please note:**
 - that under the provisions of the Proceeds of Crime Act 2002 a solicitor can be found guilty of a criminal offence for failure to report money laundering to the National Crime Agency (NCA) when they know, suspect or should have known or suspected that money laundering was or is taking place.
 - If a report is made to NCA it is an offence to disclose this to the client or any other person.
- **Mortgage Fraud**
 - If we are also acting for your proposed lender in connection with your transaction, we have a duty to fully reveal to your lender all relevant facts about the transaction and mortgage. This includes:
 - any differences between your mortgage application and information we receive during the transaction.
 - any cash back payments or discount schemes that a seller is giving you.

4. INFORMATION ABOUT COSTS

- We provide details of our costs in connection with your matter/instructions to our firm in the accompanying letter.
- If we have given an estimate and not quoted a fixed fee it is based on an assumption your transaction will proceed without additional work or unduly complex or time-consuming procedures. We do monitor the telephone calls, letters and time spent on your file and other factors including seeing you, talking to witnesses, researching the legal position and background of the case, reading and studying papers and documents, preparing papers for a Barrister and court, attending meetings, attending court and corresponding with other parties as appropriate.
- For example, we take into account:
 - The time spent, any need to carry out work outside normal office hours, the complexity of the issues, the speed at which action has to be taken, specialist expertise, higher levels of client care, the value of the property or other subject matter of your instructions, dealing with third parties by correspondence, telephone or e-mail to resolve issues which arise and could not have been anticipated, issuing frequent reminders by telephone, post or e-mail to third parties, the risks you face and our detailed guidance, additional unforeseen work imposed by a third party: for example a mortgage provider
 - If we need to revise our estimated fee then we shall write to you and provide reasons for the increase.
 - If we cannot reach agreement with you we will do no further work and charge you for the work undertaken to date.

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- Should you decide to change solicitors or ask us to release your file we can refuse until money due to us is paid in full.
- Our aim is to send you a completion statement and invoice as soon as we have full financial information about your transaction.
- If you have entered into a Conditional Fee Agreement/Contingency Fee Agreement you should still refer to the details of how charges are calculated, as these apply equally to work done under a Conditional Fee Agreement/Contingency Fee Agreement but subject to the terms of such an Agreement.
- ❖ **Very Important**
 - ◆ If a situation arises and we elect or must decline to stop acting for you an invoice will be raised for the work done up to that date with, when circumstances allow, a letter giving reasons for our decision and confirmation the solicitor client relationship has ended.
 - ◆ Our charges for additional work or unduly complex or time-consuming procedures are based on hourly rates reflecting the status of a fee earner. The rates are reviewed annually in July.
 - The current hourly charging rates are:

▪ Senior solicitor	£185 to £250
▪ Solicitor/Legal Executive	£160 to £185
▪ Paralegal	£110
▪ Conveyancer	£100
▪ Support staff	£85
- **Other Parties Charges and Expenses (Litigation only)**
 - In some cases and transactions a client may be entitled to payment of costs by some other person. It is important that you understand in such circumstances, the other person may not be required to pay all the charges and expenses that you incur with us. You have to pay our charges and expenses in the first place and any amounts that can be recovered will be a contribution towards them. If the other party is in receipt of legal aid no costs are likely to be recovered.
 - If you are successful and a court orders another 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 expenses on account, but we are entitled to the rest of that interest.
 - You will also be responsible for paying our charges and expenses of seeking to recover any costs that the court orders the other party to pay to you.
 - A client who is unsuccessful in a court case may be ordered to pay the other party's legal charges and expenses. That money would be payable in addition to our charges and expenses. Arrangements can be made to take out insurance to cover liability for such legal expenses. Please discuss this with us if you are interested in this possibility.

5. **PAYMENT ARRANGEMENTS**

- We either enclose or will forward to you at a later date our standard information sheet detailing the various ways in which money can be paid to us.
- **Please note:**
 - There are differing periods for clearance of funds through the banking system. The Solicitor's Accounts Rules and general terms we have with our bank, Barclays Bank Plc, are clear:
 - Until payment has cleared, we cannot make any payments against the un-cleared funds. Currently Barclays Bank requires a minimum of five working days for a cheque to clear.
 - We have a limit for money laundering and insurance obligations, on cash payments of £2,000 only and this figure is a maximum for all cash payments from you. If you try and 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.
 - All cash payments must be made before 12.00 noon at either our Hartlepool or Peterlee Office.
 - Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.
 - We will not pay disbursements on your behalf. A disbursement is a payment to a third party. We always ask you for the money, however small the amount, before making the payment.
- Our fees, plus VAT and disbursements, are payable on delivery of our invoice and by cleared funds and, in the case of a conveyancing matter, before completion.
- **Please note:**
 - If we hold money on account we reserve the right to deduct our fees, VAT and any disbursements before paying you the remaining balance
 - We do not offer credit and if we do not hold sufficient monies to cover the price; for example, in connection with a purchase, plus our costs, VAT and disbursements we will not complete the transaction.

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❖ **Very Important**

- ◆ If we are acting for you in a conveyancing transaction we often request mortgage funds the day before completion assuming they will be sent electronically and sometimes earlier if payment from the lender is by cheque.
 - The lender might charge you interest from the date funds are released to us and because we do not hold the money for more than a few working days we do not pay interest.
- ◆ If a balance of money is due from you to complete a matter you must ensure it arrives at least one working day before completion.

• **Late Payments**

- We charge interest under the Solicitors (Non Contentious Business) Remuneration Order 1994 for late payment of our costs, VAT and disbursements.

• **Please Note:**

- If the work is of a commercial nature we reserve the right to charge interest and penalties under The Late Payment of Commercial Debts (Interest) Act 1998.
- Initial Court issue fees, subsequent court fees and, if allowed, legal costs of recovering the debt will be included in our claim.

❖ **Very Important**

- Where payment of whole or part of an amount due to us is unpaid, especially if a payment has been referred, we shall write to you and explain why we have exercised our right to decline to act further on your behalf.
- Any money received on your behalf will be held in our Client Account. Subject to certain minimum amounts and period of time

6. **INSURANCE**

- This firm is 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.fca.org.uk.
- If you are dissatisfied with the service we have provided for you or a bill, then you are entitled to make a complaint. We operate an internal complaints handling system to help us to resolve the problem between ourselves. Please let us know and we will try to resolve any problem quickly. If you are not satisfied with our handling of your complaint you can ask The Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ, to consider the 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.
- The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of those bodies.

7. **INTEREST PAYMENT**

- The Solicitor's Account Rules state that when we hold money in a client account for a client, or for a person funding all or part of your fees, or for a trust, we must account to the client or that person or trust for interest when it is fair and reasonable to do so in all the circumstances. Our policy can be found on our website www.tmjlegal.co.uk. A copy is available upon request.
- **Unclaimed Client Funds**
 - On occasion, there is a time gap between completion of a matter and file closure. Where we do not have a current address for a client and it would be uneconomic to employ an agent to trace them, we pay the balance, if it is less than £10, to Hartlepool and District Hospice registered charity number 510824.
 - In the event that a cheque issued to you by the firm is not presented by you to your bank within six months of the date of issue, if the amount is less than £50, we reserve the right to transfer the whole amount to the firm's nominated charity account (as detailed above), without further reference to you.

8. **FINANCIAL CONDUCT AUTHORITY COMPENSATION SCHEME INDEMNITY LIMIT**

- The Law Society has asked all practitioners to inform clients in writing of the following:-
 - Where a solicitor holds client account funds – we bank with Barclays Bank Plc.
 - If a loss occurs due to the failure of a bank who is liable – the view of the Law Society is that law firms will not be liable for losses resulting from a banking failure.

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- The FCA Indemnity limit of £75,000 applies to each individual client.
- Barclays Bank might have several brands (one example is the Woolwich) but the £75,000 limit applies to Barclays not to each brand and includes all a client's balances with the financial institution.

9. TERMINATION

- You may terminate your instructions to us in writing at any time but 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 consider we ought to stop acting for you, for example, if you cannot give clear or proper instructions on how we are to proceed, or if it is clear that you have lost confidence in how we are carrying out your work.
- We may also decide to stop acting for you if you do not pay an interim bill or comply with our request for a payment on account.

10. 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 form of personal guarantee in respect of the charges and expenses of this firm. 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.

11. COMPLAINTS' HANDLING

- We aim to provide quality legal advice and client care and hope that you will be happy with the service we provide.
- If you are unhappy with any aspect of our service or about your bill please contact Keith Morgan – details below.
- **Please Note:**
 - We operate an internal complaints' handling system to help us resolve the problem between ourselves. Please immediately contact Keith Morgan at our Head Office (01429) 235616 or if you prefer e-mail; his address is kmorgan@tmjlegal.co.uk or by post to Foster House, 99 Raby Road, Hartlepool TS24 8DT and he will try to resolve any problem quickly.
 - Keith will acknowledge your communication in three working days and aim to provide a detailed reply within 21 working days.
 - If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ to consider the complaint. Normally, you will need to bring the complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint.
 - Any barrister or other professional we instruct on your behalf should have their own complaints process. If you are unhappy with their service you can complain to them direct but, if they have not given you that information themselves, please let us know and we can tell you how to make your complaint.
- ❖ **Very Important**
 - ◆ If your complaint is about a bill, you might have the right to object to the bill and apply to the court for an assessment of the bill under Part III of the Solicitors Act 1974. The Legal Ombudsman may not consider a complaint about the bill if you have applied to the court for assessment of the bill.
 - ◆ Further details of our procedures for handling a complaint are available on request.

12. PROFESSIONAL INDEMNITY INSURANCE

- We hold professional indemnity cover arranged by brokers AON with QBE Insurance (Europe) Limited.
 - Our liability to you for a breach of your instructions shall be limited to £3 million, unless we expressly state a higher amount in the letter accompanying these terms of business.
 - 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.
 - Please ask if you would like us to explain any of the above terms.

13. EQUALITY AND DIVERSITY

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

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14. DATA PROTECTION AND STORAGE OF FILES AND DOCUMENTS

- We use the information you provide primarily for the provision of legal services to you and for related purposes including:
 - updating and enhancing client records
 - analysis to help us manage our practice
 - statutory returns
 - legal and regulatory compliance
- Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as other professional advisers. You have a right of access, under data protection legislation, to the personal data that we hold about you.
- Where your files are required to be produced to assessors or others as part of an audit or quality check the external firms and organisations involved are required to maintain confidentiality in relation to your files.
- 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.

15. STORAGE OF PAPERS AND DEEDS

- We keep file papers, except documents you ask us to return to you, for the period recommended by the SRA, which in some cases is no more than seven years, on the understanding that we have your authority to destroy the file seven years after the date of the final account.
 - This does not apply to documents you ask us to deposit in safe custody.
 - We are entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.
- It is not our normal practice to charge for retrieving stored files or other documents in connection with continuing or new instructions to act for you.
- We reserve the right to charge, based on time spent reading papers, writing letters or other work necessary to comply with your instructions.

16. DISTANCE SELLING

- If we have not met you, the Consumer Contracts Regulations 2013 apply to your file.
- This means you have the right to cancel your instructions to us within seven working days of receiving this letter. You can cancel your instructions by contacting us by post or by fax to this office.
- Once we have started work on your file, you may be charged if you then cancel your instructions. If you would like us to commence work on your file within the next seven working days, please:
 - Sign a copy of the accompanying letter and tick the box marked 'commence work now' at the end of this document and return it to this office by post or fax.

17. FINANCIAL SERVICES

- We are not authorised by the Financial Conduct Authority. If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised to provide the necessary advice.
- However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000.

18. PROVIDING EXEMPT INSURANCE MEDIATION

- 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 may 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.fca.org.uk.

19. THE LAW SOCIETY AND SOLICITORS REGULATION AUTHORITY

- The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000.
- The Solicitors Regulation Authority is the independent regulatory arm of the Law Society.
- The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of those bodies.

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20. PROVISION OF SERVICE REGULATIONS 2009

- We comply with the above regulations by displaying the required details of our Professional Indemnity Insurance at each of our offices and on our web site.

21. APPLICABLE LAW

- Any dispute or legal issue arising from our terms of business will be determined by the law of England and Wales, and considered exclusively by the English and Welsh courts.

22. TERMS AND CONDITIONS OF BUSINESS

- Unless otherwise agreed, and subject to the application of the current hourly rates, these Terms and Conditions of Business shall apply to any future instructions given by you to this firm.
- Although your continued instructions will amount to an acceptance of our Terms and Conditions of Business, it may not be possible for us to start work on your behalf until the duplicate copy of this document and accompanying letter has been returned to us to keep on our file.

You should have received two copies of this document with an attached letter. Please provide any information requested on the attached letter, sign the letter and return it and one copy of this document to us.

TMJ Legal Services is the trading name of TMJ Legal Services Ltd which is registered in England and Wales number 07601828 registered office Foster House, 99 Raby Road, Hartlepool TS24 8DT and is authorised and regulated by the Solicitors Regulation Authority number 560353.



Contracted with the Legal Aid Agency

(Clair Dunkerley)