

**Important information about our services – Please sign and return a copy and retain a copy for your records**

These Terms of Business contain important information about our relationship with you. If there is any aspect you do not fully understand, please contact us. If you need this document in large type, braille, a different language or audio then please contact us, or ask someone to do so on your behalf.

Please sign, date and return one copy of these Terms of Business. Your continued instructions on your case will be deemed confirmation that you accept these Terms of Business in the event a signed copy is not returned.

**How we are Regulated**

Hollingsworth Edwards Solicitors is a trading name of H E Law Ltd, previously Hollingsworth Edwards Solicitors LLP (Established 2010). H E Law Ltd is authorised and regulated by the Solicitors Regulation Authority (SRA), The Cube, 199 Wharfside Street, Birmingham, B1 1RN under number 630420. We hold professional indemnity insurance underwritten by Travelers to the value of £3m, which means if anything should go wrong you will not lose out.

**Business Hours**

Office opening hours are 9.30am to 5.30pm Monday to Friday. We operate a 24-hour emergency line for those detained in a police station **07757 777116** – only genuinely urgent matters will be dealt with out of hours.

**Funding your case - Public Funding**

We are authorised by the Legal Aid Agency (LAA) to provide publicly funded legal services in relation to criminal defence and extradition, most of which are subject to means testing. If you are in receipt of benefits it is likely that you will qualify for legal aid and you may not have to pay for your representation. Crown Court cases are subject to contributions, based on a full means assessment and dependent on the outcome, you may be required to pay a contribution to your legal aid. You are obliged to inform the LAA about any change in financial circumstances. If legal aid is not available, we can only act for you if you meet our private fees. You will not incur costs without them having been agreed with you.

**Private Funding**

Our private hourly rates are as follows and our VAT number is 101129575. All fees/disbursements are subject to VAT.

- Directors and Senior Solicitors £260 per hour plus VAT
- Solicitors £220 per hour plus VAT
- Trainee Solicitors / Paralegals £160 per hour plus VAT

In many cases, we can offer fixed fees. If that is the case, we will inform you. Our fixed fees and hourly rates do not include disbursements, which will be charged separately. We will provide an estimate for each stage of the proceedings. If your case changes in any material respect, we will need to recalculate the estimate and we shall notify you in writing. If you have paid for representation at a hearing and it is adjourned, we will charge a further fee for additional hearings.

Costs are payable prior to work commencing or otherwise within 14 days of an invoice being presented to you, unless that bill is disputed, in which case we will deal with it initially as a complaint. In the event of a fixed fee attendance, we require payment to be made in advance. We may cease acting for you if an invoice remains unpaid after 14 days or if our reasonable request for a payment on account is not met.

You may be able to claim reimbursement of all or part of fees paid. You will be advised if this applies in your case. We charge a fixed fee for any work associated with making this claim on your behalf.

You have the right to challenge or complain about our bill. You can apply to the court to assess the bill under Part III of the Solicitors Act 1974. The usual time limit for making such an application is one month from the date of invoice delivery. If the application is made after one month but before 12 months from invoice delivery, the courts permission is required for the invoice to be assessed.

Unless there are special circumstances, the court will not usually order a bill to be assessed after:

- 12 months from delivery of the invoice
- a judgment has been obtained for the recovery of the costs covered by the invoice
- the bill has been paid, even if this is within 12 months from the payment of the invoice.

We are entitled to keep all your papers and documents while there are fees and expenses outstanding.

**Third Party Costs**

In any proceedings, you may be ordered to pay your opposition's costs and any court fees, compensation, and a victim surcharge in the event your case is unsuccessful. In criminal matters, if convicted of any matter, you will be liable to pay prosecution costs. In the Magistrates' Court, Crown Prosecution Service (CPS) costs rarely exceed £800. However, local authority or private prosecutions in the Magistrates' Court or any Crown Court proceedings (including CPS) costs can be considerably more, potentially up to £5,000 depending on your case and your means. We will explain these more fully should the need arise.

**Service Level**

We will keep you informed of all key developments in your case by letter, telephone or email as and when required. There are often periods, such as before evidence is served, when it can appear that the case is not moving forward. We will endeavour to explain what is happening as the case progresses. We aim to update you at intervals of no more than 8 weeks, but this may be longer if the next stage is many months away. We aim to return phone calls within 48 hours unless it is urgent. We aim to respond to letters/emails within 3 working days.

Please note that the Criminal and Civil Procedure Rules require you to participate fully to progress your case. We will advise, as your case progresses, what you must do to assist with your case. Failure to abide by these rules may mean your case is harmed, and there may be costs implications i.e. if the case is delayed unnecessarily. We are required to notify the court if your level of co-operation will affect compliance with deadlines or readiness for trial, and the court may list the case for a non-co-operation hearing.

We seek to conduct all preparation that we consider necessary in your case. Should you wish us to carry out work not considered necessary or proportionate in your case, this may result in further fees being incurred. Should you be publicly funded, it may require you to request the discharge of your representation order to carry out work on a privately funded basis.

We will not undertake any work which may compromise our ethical or professional obligations and we will not provide you with financial advice.

**Complaints**

We very much hope that you have no reason to complain, but if you become unhappy with the service we provide, please contact us immediately so that we can do our best to resolve

the issues. In the first instance we would ask that you contact the fee earner dealing with the matter. They will deal with the complaint in accordance with our procedure. You can choose to raise your complaint directly with our complaints director, Nicola Palfrey. Should the complaint relate to the complaints director, your complaint will be passed to another director or senior solicitor. We have a procedure in place which details how we handle complaints which is available on our website or on request.

We have 8 weeks in which to respond to a complaint. If we have not resolved it within this time, or you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman to independently review it. They can be contacted at [legalombudsman.org.uk](http://legalombudsman.org.uk) or at PO Box 6167, Slough, SL1 0EH. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving our final written response about your complaint or within one year of the act or omission about which you are complaining occurring (or if after this period, within one year of when you should reasonably have been aware of it).

The Legal Ombudsman deals with complaints by consumers and very small businesses. This means some clients may not have the right to complain to the Legal Ombudsman, e.g. charities or clubs with an annual income of more than £1 million, trustees of trusts with asset value of more than £1 million and most businesses. This does not prevent you from making a complaint directly to us about the service you have received or about an invoice.

#### **Equality and Diversity**

We aim to treat all persons fairly and equally. A copy of our equality and diversity policy is available on request. Should you have any specific needs due to a disability, please let us know and we will endeavour to accommodate you.

#### **Data Protection**

We use the information you provide primarily for the provision of legal services and for related purposes including: updating and enhancing client records; analysis to assist in practice management; statutory returns and legal and regulatory compliance. Our use of that information is subject to your instructions, the Data Protection Act 2018, the UK General Data Protection Regulations and our duty of confidentiality. Please note that to further your case, we may provide your data to third parties such as expert witnesses and other professional advisers. You have a right to access the personal data that we hold about you. For further information, please see our attached privacy notice which can also be found on our website.

#### **Quality Control and Confidentiality**

We will keep your affairs confidential. External firms or organisations may conduct audit or quality checks on our practice, such as our regulator, the SRA or the LAA. These external organisations are required to maintain confidentiality in relation to your files. Please contact Nicola Palfrey if you have any queries or concerns in this regard.

The information and documentation you provide is confidential and subject to legal professional privilege unless:

stated otherwise in this document or our letter confirming your instructions, e.g. in relation to prevention of money laundering and terrorist financing

- we advise you otherwise during the course of your matter

We cannot absolutely guarantee the security of information communicated by email or mobile phone. Unless you notify us to the contrary, we will assume that you consent for us to use these methods of communication.

#### **Prevention of Money Laundering**

We are required by law to obtain satisfactory evidence of the identity of our clients and sometimes people related to them. This is because solicitors who deal with money on behalf of clients can be used by those wanting to launder money. To comply with the law, we need evidence of your identity as soon as possible. This is explained in our letter confirming your instructions.

Our policy is not to accept cash over £750 without prior authority of a director. Should you seek to avoid this policy by depositing cash directly in our bank, we may need to charge you for additional checks we consider necessary to prove the source of the funds where appropriate. When we are to pay money to you, it will be paid via bank transfer or cheque, not in cash or to a third party.

We are professionally and legally obliged to keep your affairs confidential. However, solicitors are required to make a disclosure to the National Crime Agency where they know or suspect that a transaction may involve money laundering. If we make a disclosure, we may not be able to tell you that we have done so. We may have to stop working on your case and may not be able to tell you why.

#### **Storage of Documents**

We are entitled to keep all your papers and documents while fees or expenses remain outstanding. We will store our file for up to 6 years, except those original documents returned to you. We will confidentially destroy files 6 years after the date of the final bill. If we take papers or documents out of storage in relation to continuing or new instructions, we will not normally charge for such retrieval. In other cases, we will charge you a reasonable fee both for time spent in retrieving requested papers or any work necessary to comply with your instructions in providing requested papers, unless they are part of a Subject Access Request.

#### **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.

#### **Future instructions**

Unless otherwise agreed, these Terms of Business will apply to all future instructions you give us on this or any other matter.

Signed.....

Name.....

Date.....