



## **MORRISH SOLICITORS LLP**

### **Terms and Conditions of Business**

#### **C O N T E N T S**

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## Introduction

The following information sets out the general terms and conditions of business between Morrish Solicitors LLP and its clients. Specific information relevant to your case is contained in a separate letter.

We are regulated and authorised by the Solicitors Regulation Authority. This means that we are bound by a strict Code of Conduct and will comply with SRA's Principles in our dealings with you.

This is an important document; please keep it in a safe place for future reference.

### 1. People responsible for your work

You will be advised by letter who will carry out most of the work in this matter and (where applicable), the Partner who is ultimately responsible for it.

We make every effort not to change the people who handle your work but if this cannot be avoided we will notify you promptly.

### 2. Complaints

If you need to complain about our services, please contact our Complaints Officers, Mrs Laura Nabozny, Mr Daniel Kindell or Mrs Anna Sari. A copy of our complaints policy is available from them upon request. Please email [complaints@morrishsolicitors.com](mailto:complaints@morrishsolicitors.com) to request a copy of the complaints policy.

Complaints may include complaints about our bill. You may also have a right to object to our bill by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974.

You have the right to complain to the Legal Ombudsman after the conclusion of our internal complaints process. You will normally need to bring a complaint to the Legal Ombudsman within 12 months of our final response to any complaint (and within 12 months of the problem you are complaining about happening). The Legal Ombudsman can be contacted at PO Box 6806, Wolverhampton, WV1 9WJ or at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) or on 0300 555 0333.

The Legal Ombudsman may not consider a complaint about a bill if you have applied to the court for assessment of the bill.

You can find out more about the professional rules that apply to Solicitors here: <http://www.sra.org.uk/rules/>

Details of our professional indemnity insurance are available in hardcopy by request to: [complaints@morrishsolicitors.com](mailto:complaints@morrishsolicitors.com)

### 3. Costs

Where we have agreed with you a fixed fee, that will be set out in a separate letter. We will not increase a fixed fee without prior arrangement with you.

If we have entered into a Non-Contentious Business Agreement ('NCBA'), Damages-Based Agreement ('DBA') or Conditional Fee Agreement ('CFA') with you, where these Terms and Conditions of Business are inconsistent with Agreement, that Agreement shall take precedence.

If our charges are based on time, the following provisions will apply:

Our charges are based on the time we spend dealing with a case or matter. Time spent on your affairs will include meetings with you and others, any time spent travelling, considering, preparing and working on papers, correspondence, and making and receiving telephone calls etc.

Details of our charges will be advised to you by separate correspondence. Where the details in that correspondence differ from the information set out in this document, the details in that correspondence will apply.

Routine letters and emails that we write and routine telephone calls that we make and receive, will be charged as units of one tenth of an hour. Other letters, emails and telephone calls will be charged on a time spent basis.

Each year we will review our hourly rates and notify you in writing of any increased rate.

In addition to the time spent, we may take into account a number of factors which include the complexity of the issues, the speed at which action should be taken, the expertise or specialist knowledge that the case or matter requires and, if appropriate, the value of the property or subject matter involved. On the basis of the information currently available we expect those factors to be adequately covered by the hourly rate. The rates may be higher if, for example, the matter becomes more complex than expected; we will notify you of this.

The amount of our costs which you will have to pay may be greater than the amount (if any) you can recover from another party to the case.

It may be that fixed fees apply to the Claim; fixed fees are defined by the rules of Court and/or associated protocols and practice directions. Where they apply it is almost certain that the Basic Charges will exceed the fixed fees. Where there is a difference between the amounts payable under this Agreement and fixed fees, you hereby agree to pay that difference (and any associated taxes and/or Success Fee) and that to that extent, Section 74(3) of the Solicitors Act 1974 shall not apply. Further, having been warned that you may not recover the full Basic Charges from the opponent, you permit payment to us of the full Basic Charges (namely an amount of costs greater than that which you can recover from another party to the proceedings) and accordingly there shall be no presumption relating to "unusual costs" in CPR rule 46.9(3)(c).

We will add VAT to our charges at the rate that applies when the work is done. Our VAT number is 169662226.

An estimate of the amount and timing of other expenses which you will probably have to pay ("disbursements") will be set out in separate correspondence to you. VAT is payable on certain expenses.

We accept debit and/or credit cards.

This is a general description of our costs and any costs information specific to your case will be detailed in specific Client Care Information.

#### **4. Estimate**

The time likely to be spent in dealing with your case or matter and an estimate of the total charges and expenses (which may be a forecast within a possible range of costs) are set out in separate correspondence. We must stress that this estimate is not intended to be fixed and may have to be changed.

We will update you as to the current level of costs and, if necessary, we will revise any estimate, every six months. If you do not receive any costs information from us after six months, please do not hesitate to contact us.

We will inform you if any unforeseen additional work becomes necessary, for example due to unexpected difficulties or if your requirements or circumstances significantly change during the course of the case or matter. We will also inform you of the estimated cost in writing before any extra charges and expenses are incurred.

You may set an upper limit on the total charges (including VAT and disbursements) which we may work to without seeking your further authority. Please speak to the person responsible for your case for further information about this.

#### **5. Payments on account**

It is normal practice to ask clients to pay sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. This helps to avoid delay in the progress of the matter. Any request for payments on account to reflect our charges and to enable payment of expenses will be sent to you before we start work on your matter. We may request further

payments on account for charges and expenses to be incurred as the matter progresses. When we put these payments towards your bills we will send you a receipted bill. We will offset any such payment against your final bill, but it is important that you understand that your total charges and expenses may be greater than any advance payments.

## **6. Billing arrangements**

To help you budget, we may, send you an interim bill for our charges and expenses at the end of each month or quarter while the work is in progress. We will send a final bill after completion of the work. Payment is due to us within 28 days of our sending you a final bill. If you do not pay our bill within this time, we will charge interest on the bill pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

If you have any query about your bill you should contact the person with whom you are dealing straightaway. To complain about the bill, see under "complaints" above.

## **7. Legal Aid & other forms of funding**

We will discuss with you whether Legal Aid is available for this matter and whether you qualify for it. We will also discuss whether insurance cover (e.g. "Before the Event"/"Legal Expenses" insurance) might help you fund this case.

## **8. Limiting liability**

You agree that, to the fullest extent permitted by law, our total liability to you for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the work we undertake for you, from any cause or causes including but not limited to our negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total amount of £10 million, being the limit of our professional indemnity insurance.

If we change the limit of that insurance we will notify you in writing and may impose a different limitation of liability. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, attributable to lost profits or opportunities. This limitation shall not apply to claims relating to death or personal injury where that death or personal injury was caused by our negligence or breach of contractual or other legal duty.

The overall responsibility for your matter rests with Morrish Solicitors LLP and any liability for errors in the handling of it rests with the LLP and not with the individual(s) involved, who have no personal liability to you for the conduct of your case.

It is critically important in litigation matters that you should comply with the timetable set by the court.

We will advise you of the relevant dates but it is your responsibility to ensure that you and your witnesses comply with the timetable. We will not accept any liability for failures to comply with the court timetable caused by any default on your part or the part of any witness (whether or not an expert witness).

Please ask if you would like us to explain any of the terms above.

It is possible that during the course of this case, we could receive your money or money due to you from a third party. It is our normal practice (in accordance with the Solicitors Accounts Rules) to pay such money into a general Morrish Solicitors LLP Client Account which is held with Royal Bank of Scotland (RBS). As you are aware, RBS are one of the leading UK retail banks and are regulated by the Financial Conduct Authority (FCA). We are advised by the Law Society that in the unlikely event of their insolvency or other failing, Morrish Solicitors LLP will not be liable to you for any losses you may sustain. The Financial Services Compensation scheme may pay compensation to a limit of £85,000.00 per individual. However, as you are no doubt aware, this sum is the maximum amount of compensation available per person and will include monies that may be held by you in other accounts with the RBS or its associated companies.

## **9. Data protection and privacy**

Our use of your personal data is subject to your instructions, the UK GDPR, the Data Protection Act 2018 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisors.

More information is available by way of our Client Privacy Notice here [Privacy Policy - Morrish Solicitors](#) (in an abbreviated form) and you can see the full Notice here [Privacy Notice - Morrish Solicitors](#). A hardcopy of either document can be sent to you on request.

## **10. Outsourcing of work**

Sometimes we ask other companies or people to do typing, photocopying or other work on our files to ensure this is done promptly and efficiently. We will always seek confidentiality and data sharing/processing agreements with these outsourced providers, who will always be UK-based. We will continue to ensure that your file remains confidential. If however you do not want your file to be outsourced please tell us as soon as possible.

Please note that external firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files.

## **11. Equality, diversity and social responsibility**

This firm is committed to promoting equality, diversity and social responsibility 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.

## **12. Payment of money in lieu of interest**

Any money received on your behalf will be held in our client account. Depending on the amount of money held for you a sum in lieu of interest will be calculated and paid to you in accordance with the Solicitors Accounts Rules. This rate may of course change. The period for which "interest" will be paid is determined with reference to the amount of money held on your behalf and the time for which it is held, on the scale set out below:

Less than £1,000:	no interest
At least £1,000:	interest paid from 9 <sup>th</sup> week
At least £2,000:	interest paid from 5 <sup>th</sup> week
At least £10,000:	interest paid from 3 <sup>rd</sup> week
At least £20,000:	interest paid from 2 <sup>nd</sup> week

The sum payable is calculated from a date after cleared funds are received by us until the date on the cheque issued to you or the date of the bank transfer to you. Such payments will be paid to you gross. It will be your responsibility, where applicable, to account for any tax that may be due and payable.

## **13. Commissions**

It is possible that we may receive commissions from third parties as a result of your instructions. We confirm that unless you give informed consent, we must account to you for such commission. If commission is received in relation to your instructions we will discuss this with you.

## **14. Financial Conduct Authority and insurance mediation**

We are not authorised by the Financial Services and Markets Act 2000 but we are able, in certain circumstances, to offer a limited range of investment services because we are regulated by the Solicitors Regulation Authority. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.

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 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](http://www.fca.org.uk).

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body for Solicitors of the firm and the Legal Ombudsman is the independent complaints handling body

## **15. Storage of papers and deeds**

After completing your matter, we are entitled to keep all your papers and documents whilst there is money owing to us. We will keep our file of papers (except for any of your papers which you ask to be returned to you) for no more than 8 years and on the understanding that we have your authority to destroy the file 8 years after sending you our final bill. We will not destroy documents you ask us to deposit in safe custody.

If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval but we will normally charge you in the event that you request us to retrieve documents from storage and you do not thereafter instruct us to act on your behalf.

If we receive a request from you, or a third party instructed by you, for a copy of all or part of your file of papers, or for the original and we in our unencumbered discretion decide to retain a copy of some or all of the papers, we will charge you an administration charge of up to £100 plus VAT for this service and you agree that we will not be obliged to supply any papers at all until that fee is paid. This does not affect your right to make a Subject Access Request.

## **16. Your responsibilities**

You must co-operate with us and any experts appointed on your behalf. This means that where the following are relevant to the work which you have instructed us to do on your behalf:

- You must keep appointments with us or them or arranged by us or them with others;
- You must attend all court or other hearings;
- You must provide us with reasonable instructions;
- You must not deliberately mislead us or them or give us or them false instructions;
- You must not instruct other legal representatives at the same time as instructing us;
- You must follow our reasonable advice in respect of your case;
- You must not settle your case directly with your opponent;
- You must not ask us or them to act in an improper or unprofessional way;
- You must authorise us to disclose to the Court and others all relevant information in respect of the case and the recovery of costs;
- You must co-operate with us in recovering legal costs from your opponent;
- You must tell us if you change your name or address or if there is a material change in your circumstances.
- You must provide us with any identification or anti-money laundering information or documentation we may require.

If you fail to attend appointments or Court/Tribunal or other hearings, or if you otherwise fail to meet these responsibilities, please note that you may become responsible for any legal costs that are payable as a result. In particular, if you have an Insurance Policy to cover your legal costs, or if your legal costs are covered by any third-party organisation, the insurer/third party organisation may refuse to indemnify you in these circumstances, leaving you responsible for costs.

Please note that as you would expect *if you mislead us or are found to be "fundamentally dishonest"* you may have to pay the Defendant's costs and will not be covered by any funding you may have. The Courts have recently decided that e.g. exaggerating symptoms or overstating your claim for damages amounts to fundamental dishonesty, such that your protections against costs would be lost and your damages would be deemed to be irrecoverable. Recent legislation reinforces the Court's power to

deprive you of any damages at all, and/or to penalise you in awarding costs against you, even if any conduct on your part, or any evidence you might give would not in the past have led to such drastic consequences, if the court decides that you have exaggerated any claim or been dishonest in relation to any aspect of it. Your protection from costs would thus be lost and would not be covered by any funding arrangement.

## **17. Termination**

The following provisions about termination should be read in conjunction with paragraphs 3 to 7 of these Terms of Business.

You can terminate your contract with us at any time. We can keep all your papers and documents while there is still money owed to us for fees and expenses.

We are entitled to decline to act, or to act further, without being obliged to assign any reason, and agreeing to act or continue does not oblige us to accept further or new instructions at any time or to assign any reason for declining to do so.

By way of example: we can terminate the work where we feel that the relationship has broken down; or where you have not paid us on time or are not providing us with the instructions needed to carry out your work or are in breach of Your Responsibilities as outlined in paragraph 16 of these Terms of Business. We will give you reasonable notice of this.

In any case, we will bill you up to the date of termination and our fees and disbursements must be paid in full within one month of the bill being delivered. We will not release any documents to you until the final invoice is paid but if we elect, at our absolute discretion, to do so, our fees at all times remain payable.

Depending on the nature of your case you are likely to have specific client care and costs information from us and these general provisions as to termination may stand modified by that additional information. If you have a CFA, CCFA or DBA arrangement, the specific provisions of that arrangement will take precedence over these Terms of Business.

## **18. Cancellation**

If we have not met with you or if this agreement was entered into at or following a meeting with us, or someone acting on our behalf, other than at our business premises, or following an offer which you made at a meeting with us in a place other than our business premises, or during an excursion organised by us with the aim of promoting our services, or if this agreement is concluded on our business premises or through any means of distance communication (for example, email, letters and telephone calls) immediately after meeting with you other than at our business premises, then the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 will apply. This means that you have the right to cancel this agreement within a cancellation period. The cancellation period is prescribed by law as ending at the end of fourteen (14) days after the day on which the agreement is entered into. Further important information about cancellation is set out below. The agreement will be entered into once you have signed and returned this agreement and we have signed it on receipt. We will notify you of the date we sign it so that you will know the date on which the agreement is entered into and the date on which the 14-day cancellation period commences.

You may request that we begin work on your case during the cancellation period. If you request us to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of this contract, in comparison with the full coverage of the contract.

## **19. Right to cancel**

You have the right to cancel this agreement within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email) which should be sent to Morrish Solicitors LLP, Oxford House, Oxford Row, Leeds LS1 3BE (telephone number 033 3344 9600) or by email to [info@morrishsolicitors.com](mailto:info@morrishsolicitors.com). You may use the below model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

**Effects of cancellation**

If you cancel this agreement, we will reimburse to you all payments received from you.

We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you requested us to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed, until you have communicated to us your cancellation of this contract, in comparison with the full coverage of the contract.

**Model Cancellation Form (only to complete if you wish to cancel our services)**

*To Morrish Solicitors LLP, Oxford House, Oxford Row, Leeds LS1 3BE (telephone number 033 3344 9600) or by email to [info@morrishsolicitors.com](mailto:info@morrishsolicitors.com) or by fax to 0844 432679.*

*I/We (\*) hereby give notice that I/We (\*) cancel my/our (\*) contract for the supply of the following service (\*),*

.....

*Ordered on /received on (\*),*

*Name of client (s),*

*Address of client (s),*

*Signature of client (s) (only if this form is completed on paper),*

*Add Date*

*(\*) Delete/Complete as appropriate*



## Signature Page

Your continuing instructions in this matter will amount to your acceptance of these Terms of Business, but we would be grateful if you would please sign, date and return them to us, either by email or post, at your earliest convenience.

 **Signed (Client)** .....

 **Dated** .....

**Signed (Morrish Solicitors LLP)** .....

**Dated** .....

### Authority to Commence Work in the Cancellation Period

I, ##### hereby confirm that I require you to commence work on my case pursuant to this agreement forthwith upon the contract being concluded and in any event before the expiration of the cancellation period. I acknowledge that in making this request I will lose the right to cancel the contract once the contract has been fully performed, even if this occurs during the cancellation period.

**PLEASE NOTE.** If you provide the above authority for us to commence work there will be no right to cancel or you will cease to have the right to cancel, once our services have been fully performed. In those circumstances you will not be able to benefit from a right to cancel which you would otherwise have had if you had not provided the above authority.

I acknowledge that I have received the above warning. I will lose the right to cancel once the contract has been fully performed. However, I still require you to commence work on my case forthwith upon the contract being concluded and before the end of the cancellation period.

 **Signed (Client)** .....

 **Dated** .....