

Progression Solicitors Ltd Terms of Business

Introduction

It is our objective that every client should be completely satisfied with all aspects of our work and it is important that the terms upon which we are working for you are clear. These Terms of Business should be read in conjunction with our client care letter and constitute our contract with you and even though they are unavoidably lengthy, you should make sure that you read them carefully. If you have any queries or questions about these Terms of Business or the client care letter then please raise them with the person dealing with your matter at the earliest opportunity.

Progression and Progression Solicitors are trading names of Progression Solicitors Ltd.

Our Fees

At the outset of any work which you ask us to undertake we will either:

1. give a realistic fee estimate; or
2. give a forecast within a possible range of fees; or
3. agree a fixed fee with you; or
4. explain to you why it is not possible to provide a realistic fee estimate.

Wherever possible we try to work on agreed fixed fee arrangements. However, for some types of work it is not possible to enter into fixed fee arrangements. Sometimes it is also not possible to provide an accurate estimate especially in cases where there will be protracted negotiations on your behalf such as disputes, divorce and transactional work. Some matters may be influenced by factors which are outside of our control. If we do give an estimate it is not intended to be a fixed quotation and is the best estimate we can give based on what we know at the time. In these cases we will report to you from time to time about the level of our fees and are happy to agree reporting periods or limits on fees with you if you ask us to do so.

Any fee estimate that we give you or any fixed fee is exclusive of vat and exclusive of any disbursements which we may pay or incur on your behalf.

If we have agreed a fixed fee with you or entered into any other specific arrangement in relation to fees, we will charge you in accordance with that fixed fee or other specific arrangement.

For any work which is not covered by a fixed fee or by a specific arrangement and described in our client care letter or, where any additional work is required over and above the work described in our client care letter, this additional work will be charged at our hourly charging rate and as set out below.

Our fees will be calculated primarily by reference to the amount of time spent in acting for you. This includes the time we spend in meetings with you and others, reading and working on papers, drafting documents, research, reading incoming correspondence including emails and faxes, writing letters and emails, telephone calls and travelling time. In litigation and family law matters it includes time spent in court hearings and waiting time.

Routine emails, letters and correspondence received and sent and routine telephone calls made or received are each charged at 1/10 of our hourly rate. Longer letters, emails telephone calls, preparation and attendances are timed and charged at the hourly rate.

In calculating our fees we may, in addition to the time spent, take into account other factors such as the complexity of the issues, any specialist expertise that the matter requires, the importance of the matter, the urgency of the matter and where we deem it appropriate, its financial value.

We may ask you for a payment on account of our fees before we begin work for you. In family law matters and dispute resolution matters we will ask you for £500 on account of costs and will ask you to maintain the £500 balance throughout the matter.

Every fee earner has an hourly charging rate calculated by reference to his or her legal qualifications, experience and the type of work undertaken. The hourly charging rates for each fee earner are;

Anthony Smith	Solicitor	£225
Pamela Horobin	Solicitor	£225
David Townend	Solicitor	£225
Lisa Martin	Solicitor	£195
Malcolm Glynn	Solicitor	£195- £225
Nicola Wood	Solicitor	£195- £225
George Lonsdale	Solicitor	£225
Alan Chapman	Solicitor	£195
Simon Rose	Solicitor	£195
Michele Ashton	Solicitor	£195
Stephanie Walker	FCilex	£175
Hannah Taylor	ACilex	£175
Helen Lloyd	} Trainee	£150
Pollyanna Foster	} Solicitors	

We periodically review hourly rates to take account of changes in overhead costs and we will let you know if the rates change during the course of your instructions. Any change will only apply from the date that you are notified.

Fees for Abortive Matters

If for any reason the matter upon which you have instructed us to act does not proceed to completion, or, if your instructions terminate for any reason, you will remain responsible for paying all of our fees incurred up to termination plus vat and for all disbursements plus vat incurred whatever the reason for the failure to complete those instructions.

Disbursements

Disbursements are costs, charges expenses and fees that we pay out on your behalf to progress your matter such as for example, special postal or other delivery charges, stamp duty, Counsel's fees, search fees, Court or Land Registry fees and travelling expenses. We make charges to you for arranging and carrying out bank transfers, identity checks, company searches and photocopying. We have to charge vat on some of these disbursements including for example, identity search fees, company searches, land and drainage searches, our photocopying charges and bank transfer fees that we charge to you. Vat is charged at 20% on chargeable disbursements and will be added to your invoice.

We will ask you to put us in funds before making any payments to third parties on your behalf. We have no obligation to pay disbursements unless you have provided us with funds. In matters where we are instructing Counsel (a barrister) or other expert or third party you will be required to provide us with their fee on account before we will instruct them.

Photocopying Charges

Our charges for photocopying are 10p per sheet for black and white copies and 20p for colour. Documents such as plans and maps attract higher charges. All copies that we take during the course of the matter are logged and will be billed as a disbursement on your monthly invoice when they accrue to £5 or more. Vat is payable on our photocopying charges at 20% and will be added to your invoice.

Bank Transfer Fees

If you ask us to send funds to your bank account or to your lender or a third party or, your lender or a third party requires us to send funds by BACS payment or other interbank transfer we will make a charge to you for this service. The fee is £30 plus vat per transfer.

Banking Arrangements and Interest Payments

Any money received on your behalf will be held in our client account which is with NatWest Bank. This is necessarily an instant access account and the interest earned on such accounts is in line with current account interest rates and is less than might be earned in a deposit account.

In accordance with the Solicitors' Accounts Rules we will pay interest on money held by us on your behalf in our client account where the total interest exceeds £25. We will not pay interest on moneys paid in advance and on account of our costs where such moneys are subsequently transferred to our office account in payment of issued invoices however much interest is earned. Subject to certain minimum amounts and periods of time set out in the Solicitors' Accounts Rules, where interest is paid it will be calculated and paid to you at the rate from time to time specified by the Law Society. The period for which interest will be paid will normally run from the date on which cleared funds are received by us until the date of issue of any cheque from our client account. All interest paid on our client account is paid gross so if you are a tax payer you should declare the amount of gross interest received in your income tax return.

If you are borrowing money in a property transaction we will ask your lender to send us a cheque for the amount that you are borrowing so that we receive it at least four working days before the date of completion. Alternatively, if your lender agrees to send the money by bank transfer we will request that it is cleared into our client account the day before completion. Your lender may begin to charge you interest on the money that you borrow from the date that they issue the cheque to us or from the date that they transfer the payment to us, rather than the actual date of completion of your property purchase or remortgage.

The Financial Services Compensation Scheme (FSCS) administers a scheme for compensating depositors in the event of a banking collapse. A maximum compensation limit of £85,000 per client applies. If you already bank with NatWest or RBS or any other deposit taker within that group and have other deposits in your own name this limit may apply to the total of all of your deposits in that group including all the money that we hold on your behalf. You must satisfy yourself about the extent of your overall deposits in that group bearing in mind the different names and brands under which the group as a whole may trade. You are advised to consult the Financial Services Authority or your financial adviser if you are in any doubt. In the event of the failure of NatWest or of any other deposit taker in that group it is very unlikely that Progression Solicitors Ltd would be liable to you for any losses on deposits over and above £85,000. If you are a corporate client and do not constitute a small company as defined by the FSCS then you will not be eligible for compensation at all in the event of a banking collapse.

In the event of a failure of NatWest we would have to make a claim on behalf of our clients within 20 days of a failure of our bank. We will have to disclose certain confidential client information to the FSCS in order to do so. By signing our client care letter you are deemed to give consent to this disclosure in these circumstances. If you wish to withhold your consent please advise us in writing that you do not give consent to such a disclosure.

Banking and Internet Fraud

Financial information passing by electronic mail may be susceptible to financial fraud. In order to minimise the risk of financial loss to our clients and to ourselves we have implemented a number of measures and ask that you co-operate with them. At the outset of any matter where money will be passing between us we will ask you to provide written details of your account into which any money we will be sending to you is to be paid. We will also ask you to verify that account by producing a cheque book, statement or passbook for that account.

When we pay money to you we will pay it to the account notified to us on your personal information form at the beginning of the matter. We will not act upon any changes to the account details unless you request the change in a face to face meeting or unless you call us by telephone or send your request by fax. Even so we reserve the right to not implement the request unless or until we are certain that we can verify the bona fides of the caller or the sender of the fax. Where the original account is a joint account we will require confirmation from both account holders before acting on any change of instructions.

We will never ask you to provide your bank details to us by email and we will not act upon banking instructions given to us by email. We will not provide our bank account details to you by email either. If you receive an email purporting to come from us asking for your bank details or giving you our banking details please do not act upon it and contact us immediately by telephone.

If you receive an unsolicited telephone call, text or other communication purporting to come from us asking for your bank details or informing you of a change to our bank details please do not act upon it without first checking with us. If you have received a telephone call please hang up and then call us from another line to verify the call. Only use the telephone number printed on our letters. Please ask to speak to the specific person who is dealing with your matter who will be able to tell you if the call came from us.

Storage of Papers and Documents

At the completion of the matter we will retain our paper file for a minimum of 6 years. After that time the file may be destroyed without further reference to you or may be converted into electronic form. Where the matter does not proceed or complete, we will destroy our file after 12 months.

We reserve the right to make charges for retrieval of information from the file once it has been closed following completion of the matter. We will not destroy any documents such as original wills, unregistered title deeds and other securities which you ask us to hold in safe custody. We make a charge for this as set out below. If you do not agree to pay the charge or cancel your standing order without removing your documents we reserve the right to return your documents to you by post to the last address that we have on record for you and will accept no liability for loss or damage. Alternatively, we will require you to pay the accumulated outstanding storage charges in full before we will release the documents.

We offer safe storage for documents belonging to clients at a charge of £30 per annum including vat for all documents stored. The yearly charge is payable annually in advance. If

you wish to withdraw your documents before the end of the period for which you have paid no refund of storage charges will be made.

If you decide to store your documents with us we will send you a standing order form usually when we send you our invoice.

You will receive an invoice from us each year usually approximately 4 weeks before the next standing order is due to be collected. We may send the invoice to you by post or, where we have an email address for you, we will send it by email. The invoice is for information purposes only, to remind you that the standing order is due to be collected.

If you change your mind about storage you will have to notify us and collect your documents before the standing order is due to be collected. We cannot cancel your standing order so once you have collected your documents it is your responsibility to cancel the standing order.

We may increase annual storage charges from time to time but if we do we will notify you in advance. Any increase will be charged from the beginning of the next year of charge after notification.

Data Protection

We respect your privacy and are committed to protecting your personal data.

Personal data or personal information means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We are aware of our obligations as a Data Controller under the General Data Protection Regulations (GDPR). Our privacy statement can be found on the Progression Website www.progressionsolicitors.com or by contacting our Data Protection Representative Michele Ashton michele.ashton@progressionsolicitors.com

Our Privacy Statement explains how we will collect, process and look after your personal data and provides details of the privacy rights available to you under the GDPR.

Mailing List

We maintain an electronic mailing list for marketing and advisory purposes and if you provide us with your email address you will be added to this list and we will send you newsletters and information about our services, seminars and other events which we think might be of interest to you.

If you do not wish to be contacted via the electronic mailing list you can opt out at any time by either:

- clicking the "opt out" option available on each message sent from the mailing list; or
- contacting our Data Protection Representative Michele Ashton.

Your email address will then be removed from the electronic mailing list.

Correspondence and Emails

We correspond with clients by post and by email and where you provide us with your email address you are deemed to have given your consent for us to contact you by email and that your email address is secure for private correspondence and sensitive information. It will be your responsibility to ensure that incoming email correspondence is scanned for viruses.

If you do not wish us to contact you by e-mail or you change your mind please inform the fee earner responsible for your matter or our Data Protection Representative Michele Ashton.

Every fee earner has their own personal email address which is included on the letters that you receive from us. You can use personal email addresses to contact the person who has conduct of your matter directly and this will usually be quicker than using our general email address. We may also correspond with third parties about your case by email.

You should be aware that unencrypted email correspondence is no more secure than correspondence by post but if you ask to do so, we will password protect any email attachments before they are sent to you. Emails may be intercepted, delayed or may fail to reach their destination and we accept no liability for loss if any of these occur.

All email correspondence is treated in the same way as telephone calls and postal correspondence for charging purposes and correspondence received by email does not necessarily receive greater priority over other forms of communication. All urgent communications are given priority however they may be received. If you change email address please let us know so that we can update our records.

Client Confidentiality

We are under a professional and legal obligation to keep the affairs of clients confidential but there are some important exceptions to this obligation.

1. Anti-Money Laundering Rules

Solicitors are subject to legislation on money laundering and terrorist financing. This places us under a legal duty in certain circumstances to disclose information to the National Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, criminal activity or terrorist financing, the solicitor is required to make a money laundering disclosure to the NCA. If in the course of acting for you it becomes necessary to make a disclosure we may not be able to inform you that a disclosure has been made or the reasons for it. We will not accept any liability to you or to third parties for any loss or damage that might result either directly or indirectly as a result of our complying with our statutory obligation to make such disclosures whether or not any further action is taken by the authorities following that disclosure.

2. Bankruptcy Legislation

We are legally obliged to disclose information to a trustee in bankruptcy if we are requested to do so. A trustee in bankruptcy has wide powers to request information from us including full disclosure of all of our files and any papers and documents that we hold on your behalf. This might include for example, details of sources of funding in transactional matters or information about the payment of monies to us or from us, and may relate to transactions up to six years ago or sometimes earlier. If you have received money or property from someone who is or who is later declared bankrupt we will also be obliged to disclose information to the trustee in bankruptcy about that transaction. We will comply with any formal request from a trustee in bankruptcy if we are asked to do so and will release our files and supply any information or documents requested even if it is against your wishes that we do so. We are not obliged to notify you that we have received a request for disclosure even if it is not you who is the subject of the bankruptcy order.

3. Mortgage Lenders

If you are borrowing money in any transaction we will usually also be acting for your lender. If so, we are under a duty to your lender to disclose all relevant facts about you, your purchase and your mortgage. This will include disclosure of any discrepancies in the information in your mortgage application and the information that you disclose to us in the course of the transaction. We are obliged to inform your lender about any cashback payments, incentives or discount schemes that the seller may be providing to you. We will also have to inform your lender if your deposit or cash contribution or part of it is gifted to you or loaned to you by another source. If a conflict of interest arises between you and your lender we must cease to act for you.

4. Regulatory Authorities

The Solicitors Regulation Authority the Law Society or the Legal Ombudsman may require us to disclose our files in relation to any regulatory or disciplinary matter and a court may in some circumstances require disclosure of the file. Progression is accredited under the Law Society's Conveyancing Quality Scheme as part of our commitment to providing a high quality of service to clients in conveyancing matters. The audit procedure required by our accreditation may require examination of confidential client conveyancing files from time to time by duly appointed and qualified individuals. Acceptance of these Terms of Business is deemed to include consent to such disclosure. You may withdraw this consent at any time but must do so in writing.

Apart from these measures it is and remains our policy to keep all information about the personal and business affairs of our clients confidential and to complete your instructions with all due diligence and speed.

Identity Evidence

Anti-money laundering legislation also requires us to obtain evidence of the identity of everyone who is a client of Progression Solicitors Ltd. You have been asked to provide us with either your current UK passport or photocard driver's licence and either a current bank statement or utility bill. **Please note that we do not accept expired documents and that we will need to see original documents; photocopies cannot be accepted unless they are certified as having been examined against the original by another solicitor or a bank official, who may make a charge for doing so.** We will take copies for our records and are obliged to keep the copies for a minimum of five years. If you have difficulty in producing the original documents please let us know as soon as possible.

In transactional and probate and trust matters we will have to obtain identity evidence from and carry out credit reference checks on beneficiaries and other parties and will not be able to pay legacies or distributions or complete transactions until these have been satisfactorily completed.

In conveyancing matters we will not be able to exchange contracts in a sale or purchase until the identity requirements have been met. This might mean that there is a delay if you do not provide us with the identity evidence required by the legislation. We will not be responsible for any loss that might occur as a result of your failure to provide evidence of identity in time.

We may also carry out identity and credit reference checks with external agencies. We reserve the right to do so in all cases but will do so where you cannot provide the documentation described above or fail to do so in time for exchange of contracts or where we have concerns about the documentation that you have provided to us. We will charge a fee of £25 plus vat

per name for doing so. Where we are instructed to act on behalf of a limited company we will carry out credit reference checks against the Company and check the Company's status with Companies house. We will charge a fee of £25 plus vat per name for these checks. These fees will be billed to you and if we are holding money on your behalf, will be deducted from those monies before we account to you.

Payments

In compliance with our other obligations under the legislation Progression Solicitors Ltd will not accept payments of cash for any purpose of more than £350 per client per current transactions. We do not accept direct transfers or deposits of funds into our client account unless we have asked you to make the payment, nor will we be able to release details of our bank account unless you have provided us with information about the source of those funds. If you try to avoid this policy by depositing cash directly at our bank we will charge you for any additional checks we decide are necessary to prove the source of the funds. If we do provide you with our account details we will not do so by email and it is important that you treat this information as confidential and ensure that you do not allow our account details to become known to anyone else.

Where we have to pay money to you it will be paid to you by cheque or bank transfer and will not in any circumstances be paid in cash or to a third party.

Cheques paid to us usually take up to 7 working days to clear into our account. Some bank transfer payments can also take between 3-5 days to clear into our account. It is your responsibility to make sure that any payment you make by cheque or otherwise which is required to be paid out by us on your behalf by a certain date is made in sufficient time to clear into our account. In no circumstances will we make payments out on a cheque or other bank transfer until the money has actually cleared into our account even if the payment is made by a bank or building society.

Solicitors' Financial Services (Conduct of Business) Rules 2001

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 Law Society. The register can be accessed via the Financial Conduct Authority website at www.fsa.gov.uk/register.

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 solicitors. If you are unhappy with any insurance advice you receive from us you should raise your concerns with any of those bodies.

Liability Limitation

We are covered by professional indemnity insurance which is provided by QBE Insurance (Europe) Limited who provide worldwide indemnity coverage for the legal activities of Progression Solicitors Ltd. Nonetheless we are still entitled to limit our exposure to litigation. Our liability shall be limited to the lower of the value of the transaction and £2 million.

The standard which the court imposes upon us is that we use reasonable skill and care in the provision of our services to you. In the event that we are found liable by a court or other legal or arbitration process or as a result of dispute resolution or agreement following negotiation,

we will pay such damages as are assessed against us or agreed for losses arising as a direct result of breach of contract or negligence on our part in respect of our services limited to the lower of the value of the transaction and £2 million. 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. Also, by signing our client care letter you accept that you will not bring any claim for damages against any employee or director of Progression Solicitors Ltd personally.

Any advice given by Progression Solicitors Ltd in the course of our instructions shall not without our express written consent in each individual case be communicated to or relied upon by any person other than the client to whom it is directed. Save as otherwise specifically agreed in writing, these terms of business and the agreement with you of which they form part shall not create any right enforceable by a person not a party to our agreement. Any information given on our website, in newsletters or in any other publication is intended as general information and does not constitute legal advice.

Scope of our Instructions

The scope of the work that we will do for you is set out in our client care letter. Unless we specifically agree otherwise, the scope of our services in relation to your matter shall not extend or be deemed to extend to the provision of any advice in relation to the taxation implications of any transaction or taxation liabilities arising directly or indirectly from it.

In conveyancing matters we cannot accept any liability for loss incurred in booking removals; failure of any party to vacate premises on the agreed completion date or at the agreed time; failure by any party to leave premises in a clean and tidy manner and in the condition that they were in at exchange of contracts; failure by any party to arrange for final meter readings and transfer of utility accounts, or for any loss or legal costs you might incur if the property is sold to a higher bidder. All estimates of conveyancing fees are given on the basis that the legal title to the property that is being bought or sold is registered at H M Land Registry. Where it is not we will send you a revised estimate to cover the additional work that is required when dealing with an unregistered title. Where you are selling a property with an unregistered title very often the buyers now require you to register the title before they will proceed. If so, we will make an additional charge over and above our costs estimate for this work.

We will not carry out a physical inspection of any property that you are buying or selling unless we specifically agree to do so and we will not advise you on the suitability of your mortgage or other financial arrangements. We will not advise on environmental liabilities where we shall assume (unless you tell us in writing to the contrary) that you are making your own arrangements for any environmental survey or investigation. Where we act on behalf of a lender we may be required by the lender to carry out environmental searches at your expense. We will not advise you on any planning implications of any proposed property transaction unless we are specifically requested to do so by you in writing, other than to report to you any relevant information disclosed by your local search.

Where we are required by you in the course of a transaction on your behalf or where it is necessary for us to do so, we will liaise with and consult with your accountant, financial adviser, barrister, surveyor/valuer or other professional adviser including those who may be introduced to you by us. Where we do so, we are entitled to rely upon the professional advice that they give us on your behalf. We will not be responsible for or supervise or give any warranty or accept any liability arising out of or in respect of any advice or information provided to us by your accountant, financial adviser, barrister, surveyor/valuer or other professional adviser and we accept no liability which may arise as a result of their advice or your or our reliance upon it whether that advice is provided directly to you or via ourselves, or for any failings or shortcomings in their presentation of your case.

Invoices

Where we have agreed a fixed fee with you we will usually submit invoices for payment at the conclusion of the matter for which we are instructed but we may submit invoices on an interim basis if the matter is protracted, or when a significant proportion of the costs have been incurred, or if there is a delay in completing the matter. In conveyancing matters we will take any costs billed out of any money that we hold on your behalf before we account to you on completion. In all other matters we will take our costs whether billed or unbilled out of any money that we receive or hold on your behalf before we account to you for the balance. Where we submit draft documentation to you for approval we will submit our invoice to you for payment after 28 days if we have not heard from you before then.

In other matters or for work over and above that which is described in our instructions it is our practice to submit interim costs invoices on a monthly basis or whenever the accumulated costs exceed £500. We reserve the right to deliver disbursement only invoices whenever we deem it appropriate to do so.

All invoices submitted are due for payment within 14 days of the date of the invoice. After the elapse of 14 days, interest will be charged on any outstanding amount (including unpaid disbursements and vat) at 8% over the base rate from time to time at NatWest Bank PLC compounded monthly, until full payment is cleared into our account whether payment is made before or after any judgement or adjudication. Payments received will be applied to unpaid invoices in order, beginning with the most recent unpaid invoice.

If we have delivered an invoice at a concessionary figure that is, less than the agreed fixed fee or estimate, or less than the amount recorded on the time ledger, and that invoice remains unpaid after one month, we reserve the right to resubmit our invoice for the full amount and if the re-submitted invoice is outstanding after 14 days, to pursue legal remedies for recovery of the full amount.

We reserve the right to suspend our work for you until such time that any outstanding invoices have been discharged in full.

We can accept payment by credit card, debit card or by cheque.

Vat

We are vat registered and charge vat on the legal services that we provide. The prevailing rate of vat on our fees and any disbursements that are chargeable is 20%. Our vat number is 110 4662 58.

External Auditing

From time to time our accountants may require access to your file during their annual audit. They are bound by the same strict professional rules of confidentiality that we are and may not disclose any information that they receive during the course of the audit other than to the Solicitors Regulation Authority.

Other regulatory authorities or organisations may also conduct audits or quality checks on our practice and may require access to your file for auditing. They are also required to maintain confidentiality in relation to your files. Acceptance of these Terms of Business is deemed to include consent to such disclosure unless you advise us otherwise in writing.

Complaints

We are committed to providing high quality legal advice and service to our clients and we very much hope that you will never have any cause to complain about our work for you. However, if you do then you have our commitment to address the issue promptly and efficiently.

Your cause for complaint may be about the standard of the work that we do for you or about an invoice that you receive from us. In the first instance we would ask you to speak to the fee earner dealing with your matter. If that does not resolve matters to your satisfaction or you would prefer not to speak to the fee earner please speak to Anthony Smith. It is helpful to us and can avoid future misunderstanding if you put your complaint in writing. We will then set out in detail how we would handle your complaint. We have a written complaints procedure which is available on request. If you remain dissatisfied after our complaints procedure has been followed or if you prefer not to follow our complaints procedure you may report complaints to the Legal Ombudsman at enquiries@legalombudsman.org.uk or PO Box 6806 Wolverhampton WV1 9WJ, or telephone 0300 555 0333. Normally, you will need to bring a complaint to the Legal Ombudsman within 6 months of receiving a final written response from us.

If your complaint relates to an invoice for legal work that does not involve court proceedings, you have an additional right to apply to Court for an assessment of the invoice. You must make your application within one month of the delivery of our final invoice. If there is any disagreement about an invoice that we send you, you must still pay any part of the invoice that you do accept within 14 days of receiving the invoice pending the resolution of any complaint you may have about the disputed part of the invoice. We are still entitled to charge interest on the part of the invoice that has not been paid and you must also pay the vat and any disbursements listed on the invoice within 14 days. We also reserve the right to charge interest on the amount that is finally payable as set out above up to the date of payment whenever that may be and whether payment is made before or after judgement by the Court.

The Legal Ombudsman may not deal with a complaint about an invoice if you have already applied to the Court for an assessment.

No charges will be made by us for dealing with complaints.

Any dispute arising out of our contract with you as set out in our terms of business and or client care letter will be subject to the exclusive jurisdiction of the courts of England and Wales

Joint Clients

If you are instructing us jointly or on behalf of a company, partnership or body of trustees or executors we are entitled to assume that each one of you has authority to instruct us on behalf of all of you and we will accept instructions from any one of you unless you specifically tell us otherwise. This means for example that if we are instructed on behalf of a partnership we may take instructions from one partner; where we act for a company we can take instructions from one director and where we act for a married or unmarried couple or civil partners we can act on the instructions of one of you. In conveyancing matters or transactional matters this will mean that we can exchange contracts or enter into binding agreements on the authority of one joint client alone.

It also means that each of you are individually liable for the whole amount of our charges, disbursements and vat regardless of any agreement you may have reached between yourselves about how you will share our charges between you.

Directors and/or shareholders and partners will be asked to give a personal guarantee for our charges and disbursements when they sign our client care letter. This will confer personal liability for our charges vat and disbursements on each partner or director for the whole amount to be paid even if the company or partnership do not or are unable to pay our invoices.

Referral Arrangements and Recommendations

During the course of your instructions to us we may recommend or refer you to an independent financial advisor or another third party advisor such as a barrister, accountant or surveyor for example. If we do so, we do not receive or pay any financial incentive, commission or referral fee and we make recommendations on an independent basis and in the best interests of each client. We do not refer clients to financial advisors who are tied to one financial institution.

If you have been referred to us or we have been recommended by your accountant, independent financial advisor or other third party advisor, you will be our client for the purpose of your instructions to us and the advice that we give to you will be independent, your interests will be paramount and we will treat you the same as any other client. You are free to raise any queries that you may have with us about any aspect of the transaction and all information that you give to us will be confidential and not disclosed to any referrer or third party without your consent.

Termination of Instructions

We hope that you will not wish to do so, but we would like to make clear that you may terminate your instructions to us in writing at any time and for any reason. In those circumstances you will remain liable for the payment of all charges vat and disbursements up to the date of termination. We will be entitled to keep your papers and documents while there is money owing to us for our invoiced charges and expenses.

On the other hand we may only decide to stop acting for you with good reason including for example if you do not pay an interim bill or fail to comply with any request for a payment on account. We will give you reasonable notice if we are going to stop acting for you.

Hours of Business

Our premises at 11 Queen Street Ulverston is open for business between 9.00am and 5.30pm, Monday to Friday; our office at 5 Crescent Road Windermere is open from 9.00am to 5.30 pm; and our office in Grange over Sands is open from 10.00am to 4.00pm. Our office at Phoenix Business Centre is available by appointment only. We have ground floor access and facilities for clients with physical disabilities in Ulverston and are happy to arrange home or hospital visits for those who are unable to attend any office because of ill health or infirmity.

Our Ulverston office is open on some Saturdays until 12.30pm for appointments by prior arrangement. If you have difficulty with appointments during the working week you can ask if it is possible to have a meeting on Saturday mornings in Ulverston but please be aware that Saturday is not a normal working day and solicitors and clerks are not obliged to be in the office on Saturdays. If you need Saturday appointment it must be arranged and agreed with the fee earner concerned in advance.

You may telephone any office to speak to the person dealing with your matter regardless of where the fee earner is located.

Equality and Diversity

We are committed to promoting equality and diversity in all of our dealings with clients, third

parties, employees and prospective employees. We have a written Equality and Diversity Policy and you are welcome to have a copy if you would like to see it. Please contact Pamela Horobin.

Conclusion

We value your instructions and always aim to do a good job for our clients not least because our reputation depends upon you being entirely happy with the work that we do for you. When we have completed our instructions for you we will send you our client satisfaction survey which we hope you will complete. We use the information you give us to review our performance and to put in place any improvements that might be required.

August 2018

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