

Terms of business

Introduction

We, Freeths LLP, are a limited liability partnership, registered in England and Wales, partnership number OC304688 and our registered office is at 80 Mount Street, Nottingham NG1 6HH. We used to be called Freeth Cartwright LLP. If we use the word partner here or in any letter or email we send you, we mean a member of the limited liability partnership.

We are authorised and regulated by the Solicitors Regulation Authority. You can find a copy of the SRA Handbook, which includes the SRA Code of Conduct, at www.sra.org.uk/handbook.

You can inspect a list of the names of the members of Freeths LLP at our registered office during normal business hours.

Our VAT registration number is GB 997302485.

We offer a full range of legal services. You can find out more by visiting our website at www.freeths.co.uk



Definitions

Phrase	Meaning
case	the legal case, transaction or other matter that you instruct us on.
disbursement	any money that we spend on your behalf while we are carrying out work for you (such as paying barristers' fees or court fees).
electronic communication	an e-mail or a text message or a multimedia message.
lawyers	the staff who carry out legal work including solicitors, trainee solicitors, licensed conveyancers, legal executives, paralegals, chartered planners and legal and administrative assistants. We refer to them as lawyers no matter what their qualifications.
we, us	Freeths LLP.

1 Your instructions

- 1.1 We will take your instructions on your particular case and give you advice according to English law. If we need separate advice from foreign lawyers, we will ask you first and the cost of the advice will then be an expense on your interim or final bill. If you do not tell us something relevant, we cannot be responsible for not giving you advice on that.
- 1.2 We try to avoid changing the lawyers who are handling your work. If we have to change the lawyer, we will tell you who will be dealing with your work and why the change was necessary.
- 1.3 Unless we agree a particular way of communicating with you, we will choose whether we contact you in writing, in person, by phone or by e-mail.
- 1.4 We are advising and preparing documents for you and not anyone else. We do not accept responsibility if anyone else relies on our advice unless we have agreed that with you.
- 1.5 If more than one person instructs us, we would not accept instructions to act for all of you if we thought there might be a conflict between your individual interests. However, we will discuss this with you, if necessary. Similarly, if at any time you feel that there is a conflict between some or all of you on any aspect of your case, you must let us know. We can then decide whether or not it is necessary for you to get legal advice from another lawyer, either in this firm or another firm.
- 1.6 Unless we have agreed it separately with you, we will not be giving you tax advice on your case.

- 1.7 We will keep you informed of progress on your case but you should let us know if you would like us to discuss particular reporting requirements with you.

2 Members' liability and our insurance

- 2.1 You agree that we (Freeths LLP) are acting for you. Our lawyers are not providing services on a personal basis to you — they are members or employees of Freeths LLP.
- 2.2 No single lawyer or member accepts personal responsibility to you for any advice given to you or for work that we carry out for you. You must not bring a claim against any lawyer or member for any loss or damage that you suffer as a result of the advice or work that we provide to you.
- 2.3 We do not accept that we have a legal responsibility to you or to others in connection with your case for any of the following losses, even if we had been told that you or other people may suffer them:
- 2.3.1. Indirect financial loss;
 - 2.3.2. Loss of profits or earnings;
 - 2.3.3. Loss of business opportunities;
 - 2.3.4. Loss of goodwill;
 - 2.3.5. Interruption to your business;
 - 2.3.6. Loss of expected savings;
 - 2.3.7. Increase in debt or failure to reduce debt;
 - 2.3.8. Reduction in the value of an asset;
 - 2.3.9. Money we are holding for you being lost because of banking failures or problems.
- 2.4 If we are legally responsible to you, despite paragraphs 2.2 and 2.3, we will pay you no more than the minimum level of insurance cover we have to provide to satisfy the Solicitors Regulation Authority. This is £3 million at the moment.
- 2.5 Paragraphs 2.2, 2.3 and 2.4 do not prevent you from bringing any claim against us for:
- 2.5.1. death or personal injury; or
 - 2.5.2. any other liability that we cannot exclude or restrict by law or under our professional regulations.
- 2.6 If you are a company, we are not responsible for advising your shareholders, directors or employees, unless they have specifically asked us to do so. If we do so, the advice will be under a separate agreement with them.
- 2.7 We hold worldwide 'professional indemnity' insurance with Allianz Global Corporate and Specialty of 27 Leadenhall Street, London EC3A 1AA.
- 2.8 Each of our members, employees and consultants is entitled to the benefit of these terms under the Contracts (Rights of Third Parties) Act 1999. However, we may change or end our contract with you without their permission.
- 2.9 Apart from what we say in paragraph 2.8, our contract with you cannot be enforced under the Contracts (Rights of Third Parties) Act 1999. This means nobody else has any right to enforce or rely on any condition of our contract with you.

3 Complaints

- 3.1 We aim to offer you an efficient and effective service. If you have a complaint about our service or about your bill (and you cannot resolve it with the lawyer handling your case), please contact the partner supervising your case.
- 3.2 If you do not feel that he or she has dealt with your complaint satisfactorily, please contact the head of the department who is handling your case.
- 3.3 If you then feel that we have still not dealt with your complaint satisfactorily, please contact the complaints partner.
- 3.4 The names of the supervising partner, head of department and complaints partner are in the letter we send to you to explain what we will be doing for you and how much we will charge you. (We call this a 'letter of engagement'.)
- 3.5 If after that you are not satisfied with the way we have handled your complaint you may be able to ask the Legal Ombudsman to consider the complaint. This applies if you are an individual, a business with less than 10 employees, a charity or trust with a net income of less than £1m, or if you fall within certain other categories (you can find out more from the Legal Ombudsman). You can write to them at:

Legal Ombudsman
PO Box 6806
Wolverhampton WV1 9WJ

or telephone them on 0300 555 0333
and their website is www.legalombudsman.org.uk.

- 3.6 If you disagree with our bill for any reason, you must pay the part you do not disagree with within the credit period (please see paragraph 7).

4 Using electronic communications

- 4.1 If you give us your e-mail address or mobile phone number, you agree that we can contact you by electronic communication. We will also use electronic communication as a way of communicating with others about your case.
- 4.2 However, in giving us permission in paragraph 4.1 you should realise the following:
- 4.2.1. Like you, we have no control over the internet or telecommunications systems.
- 4.2.2. We cannot guarantee to you that whoever receives any electronic communication that we send on your case will receive it within a reasonable time, if at all.
- 4.2.3. We do not accept responsibility if:
- a you or anyone else changes any electronic communication that we send about your case after we send it;
 - b we do not receive any electronic communication that anyone (including you) sends to us about your case;
 - c we do not receive, within the relevant time, any urgent electronic communication that anyone (including you) sends to us about your case; or

- d anyone changes any electronic communication sent to us about your case before we receive it.
- 4.2.4. The networks we use to send electronic communication do not guarantee their security or delivery standards. As a result, we cannot give you any guarantees about these matters.
- 4.2.5. We try to make sure that our e-mails, and their attachments, do not contain viruses by using virus-checking software and services. However, we do not guarantee our e-mail to be virus-free and strongly recommend that you check any e-mail that we send to you for viruses before you open it.
- 4.3 If you are concerned about the security and confidentiality of using electronic communication, please discuss this with us. We may be able to use password-protected attachments or codes.

5 How we charge

- 5.1 We charge for our time and expertise.
- 5.2 Normally we work out our charges based on the time that our lawyers spend working on your case.
- 5.3 We record the time that we spend working on your case in units of six minutes so that there are 10 units for each hour. For each unit of time that we record, we describe it as a type of activity, for example, sending a letter or receiving a phone call. We record all the time that we spend working on your case including:
 - 5.3.1. reading and preparing;
 - 5.3.2. meeting you or others (including our other lawyers);
 - 5.3.3. travelling to and from meetings with you or with others;
 - 5.3.4. sending and receiving communications to and from you and others; and
 - 5.3.5. acting on your behalf.
- 5.4 We give each of our lawyers an hourly charging rate. Some of our lawyers have more experience and so we set their hourly charging rates higher. Sometimes we may also 'blend' a rate. This means we use a single hourly rate for both senior lawyers and more junior lawyers.
- 5.5 In working out our charges, we may also take into account other factors, such as how complicated or urgent the case is.
- 5.6 At the beginning of a case we will tell you which lawyer, or lawyers, will deal with your case and their hourly charging rates.
- 5.7 We normally change our hourly rates in April each year to take account of changes in our overhead costs. When we change our hourly rates, we will write to tell you about the new rates.
- 5.8 We may agree with you not to use hourly rates and the time we spend as the basis of our charges. We may instead agree charges up to a certain level, fixed charges or charges that depend on certain circumstances (see paragraph 21). In some cases, we might also agree to do set amounts of work in return for a fixed charge each year.
- 5.9 We will give you an estimate of our charges but it can only ever be a guide. It may also only relate to the first stage of the work we will do for you. Our actual charges may be more or less than our estimate. Any estimate that we give you is not a

binding quote unless we agree with you that it is. If we do agree a quote with you, it will be based on your specific instructions. If your instructions or the circumstances of your instructions change, we may give you an extra quote or estimate, or charge you for the amount of extra time that we spend. Unless we say otherwise, we will charge you VAT on top of any estimate or quote that we give to you.

- 5.10 Where relevant, we will charge you VAT at the appropriate rate as at the date of our bill on our charges and on any expenses that we pay or agree to pay while acting for you.
- 5.11 We will try to keep you regularly informed about the level of our charges and we will let you know about any changes in circumstances that will affect information we have previously given to you about our charges.
- 5.12 We may charge you for any work that we do not complete (for whatever reason).
- 5.13 We may ask you to pay our charges up front.

6 Disbursements and expenses

- 6.1 When you instruct us, you are giving us permission to pay disbursements on your behalf that are relevant to your case. For example, these disbursements might include court fees, search fees, registration fees, fees to register a trademark, valuation fees, commissioners' fees, courier fees, stamp duty, stamp duty land tax, land registry fees and barristers' fees.
- 6.2 If practical, we will talk to you before we agree to large disbursements on your behalf, such as stamp duty, stamp duty land tax or barristers' fees.
- 6.3 We may ask you to pay us up front for disbursements we pay or agree to while working on your case. Normally, we always ask you to pay large disbursements up front.
- 6.4 If we do not ask you to pay us up front for disbursements and we pay them on your behalf, we will either send you a bill for those disbursements (which you must pay no later than 14 days from the date given on it) or include the disbursements on the interim or final bill (see paragraph 7).
- 6.5 We will also charge you for certain other services that we provide for you, which we will list under 'Our Professional Fees' on your bill. These services may include expenses and processing charges that we may have while we are carrying out work for you. For example, these might include photocopying and scanning documents for you, travel and subsistence (meals and so on) expenses, same-day bank-transfer fees and our fees for forming a company for you.

7 Bills

- 7.1 We will send you bills during the time we are acting for you. We call these 'interim bills'. We will usually send you an interim bill each month but we may leave longer gaps between them. At the end of your case we will send you a final bill.
- 7.2 You must pay our bills no later than 30 days from the date given on them unless we write to tell you that a different payment date applies. If you do not pay us within 30 days of that date, we may charge you interest under the Late Payment of Commercial Debts (Interest) Act 1998 on the amount that you have not paid. This act currently allows us to charge you interest of 8% above the base lending rate of the Bank of England. Please also read paragraphs 7.11 and 9.1.

- 7.3 You must pay our bills without taking off or withholding any amount for any tax, unless you have to do so by law. If you need to take off or withhold an amount you must make sure that the money received by us is enough to pay the full amount of our bills.
- 7.4 If you and another person or company give us instructions on your case, you are responsible for paying our bills individually as well as a group. This means that we can demand payment from one of you or all of you, whichever we choose.
- 7.5 If we hold money on your behalf (or if you are a company, on behalf of another company in your group), including any interest which may have built up, we may use this to pay or part pay our bills.
- 7.6 It is your responsibility to pay our bills even if someone else has agreed to pay some or all of it for you. If someone else does pay some of it, you are responsible for paying the rest to us.
- 7.7 If we owe you money or, if you are a company, another company in your group, we can reduce the amount you owe us under any bill we have sent to you by the amount we owe you.
- 7.8 In residential property transactions, different conditions apply to paying our bills and paragraph 22 sets these out.
- 7.9 If the work we do for you does not involve taking legal action against someone and you disagree with the amount of our bill, in certain circumstances you have a right under the Solicitors Act 1974 to ask the court to assess our bill.
- 7.10 You may also have the right to object to your bill by complaining to the Legal Ombudsman (see paragraph 3 above) although the Ombudsman may not deal with your complaint if you have asked the court to assess your bill (see paragraph 7.9).
- 7.11 If you do not pay all or some of our bill, we may be entitled to charge you interest on the unpaid amount under article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009.

8 Currency

- 8.1 Unless we agree that a different currency will apply, our bills will be in pounds sterling. You must also pay us in that currency. If we agree with you that our bills will be in another currency, or that you can pay our bills in another currency, you must make sure that the money you send us is enough to pay the amount in full after the exchange rate conversion. The exchange rate that will apply will be the rate on the day that you pay the bill.
- 8.2 If there is a change in the exchange rate and, as a result, there is a shortfall in the money we hold for you, you will have to pay the shortfall immediately. This may apply when we hold money for you:
- 8.2.1. that is in pounds sterling but that needs to be paid out to you or another person in a different currency; or
- 8.2.2. that is in a currency that is not pounds sterling but that needs to be paid out to you or another person in pounds sterling.
- If the money we hold for you increases as a result of a change in the exchange rate, we will pay you the increase.
- 8.3 You must pay us the bank charges which we have to pay for the currency conversion.

9 Our policy on credit

- 9.1 If you do not pay any of our bills on time, we may:
- 9.1.1. take legal action against you to get back the amount you owe (this may include us instructing a collection agent);
 - 9.1.2. stop working on any case for you; and
 - 9.1.3. keep your documents and papers and our papers until you have paid all money that you owe us.
- 9.2 If we take legal action against you as described in paragraph 9.1, we may claim interest from you under section 69 of the County Court Act 1984. We will also include our costs in connection with the proceedings. The rate of interest under this act is currently 8%.

10 Commission

- 10.1 Unless we agree otherwise with you, we will pay you any commission that any other person or company pays us resulting from your case.
- 10.2 When we act for you, we may receive money on your behalf. If we do, we will pay you interest on that in line with the Solicitors Regulation Authority regulations.

11 Insurance

- 11.1 You must let us know when we start to act for you if you have an insurance policy relevant to your case. For example, if you have an indemnity policy or a legal expenses insurance policy, you must send us a copy.
- 11.2 If you have a relevant insurance policy, you are responsible for our fees in line with paragraph 7 until your insurers confirm cover and until they refund them. You must sign an authority for us to give your insurer details of your matter.
- 11.3 For cases involving legal action there are certain insurance products available, called 'after the event' insurance. We would be happy to discuss these with you if you would like us to do so. If we help you arrange insurance, we will give you a statement of demands and needs which you must sign and return to us.

12 When you stop giving us instructions

- 12.1 You may stop instructing us at any time and for any reason if you let us know in writing.
- 12.2 We may stop acting for you if we have good reason to do so and if we write to you to tell you that we are no longer acting for you. Examples of some of these good reasons include:
- 12.2.1. if you fail to pay our bills in full on the date you should have paid them or fail to pay us in advance when we ask you;
 - 12.2.2. if the rules and regulations governing how we operate mean we have to stop acting for you; and
 - 12.2.3. if you repeatedly fail to give us proper instructions.
- 12.3 If we stop acting for you, for whatever reason, you must pay all our charges, disbursements and expenses up until that time. We will keep all your papers and documents until you do this. If we have to take steps to remove ourselves from the

court record, you must pay for that if it is because you have stopped instructing us. However, if we have stopped acting for you for good reason, we will pay for it.

13 Confidentiality and conflict of interest

- 13.1 We will keep all information about you, your business and affairs confidential at all times unless:
- 13.1.1. you tell us to release information;
 - 13.1.2. we have to release information by law; or
 - 13.1.3. we must release information because of the nature of the work that we are carrying out for you.
- 13.2 Our obligation of confidentiality in paragraph 13.1 does not apply to information about you, your business and affairs if:
- 13.2.1. the public has access to it (other than through us breaking our obligation in paragraph 13.1); or
 - 13.2.2. we already had the information before we worked for you; or
 - 13.2.3. another person or organisation, with full authority, has given it to us.
- 13.3 Please read paragraphs 16, 18, 19 and 22.4.
- 13.4 Despite paragraph 13.1, we may make our file about your case available to an external auditor (see paragraph 16) under the following conditions.
- 13.4.1. The auditor has agreed in writing to keep the contents of your case confidential.
 - 13.4.2. The auditor has agreed in writing to only use your file to assess our performance against quality standards.
 - 13.4.3. We will not allow the auditor to take our file off our premises or to take any copies of documents.
- 13.5 Despite paragraph 13.1, we may make documents and correspondence from your case available to the Solicitors Regulation Authority, or someone they have chosen, for them to assess the progress of our trainee lawyers.
- 13.6 Despite paragraph 13.1, we may ask a typing company to type up parts of your file. We will have a confidentiality agreement with the typing company, but if you do not want your work to be typed by them, please tell us as soon as possible.
- 13.7 Despite paragraph 13.1, we may make your file about your case available to our current or any future 'professional indemnity' insurers.
- 13.8 We provide our services for you alone. All communications between us and you are confidential and may also be protected by 'legal professional privilege' which means that you cannot be forced to reveal them to anyone else (even the court) except in very limited circumstances. We recommend that you do not reveal our communications and advice to anyone else. However, if you do reveal them you may lose the privilege or right of confidentiality in them.
- 13.9 Our professional rules say that we cannot act or continue to act for you if there is an actual or possible conflict between your interests and the interests of another of our clients or our own interests. If this happens, we may have to stop acting for you but we may continue to act for the other client.

14 Publicity

When your case is completed, we might like to publicise our involvement in it. We will, of course, discuss this with you first.

15 Storing files

- 15.1 After finishing your case, we will store files and any other papers about it for:
 - 15.1.1. whatever time period we consider reasonable in the circumstances; or
 - 15.1.2. as we have to do by law;whichever is longest.
- 15.2 Paragraph 15.1 does not apply to any papers that you ask us to return to you (as long as you have paid all charges, disbursements and expenses due to us – see paragraph 9.1).
- 15.3 We will not destroy title deeds, wills and probates, original trademarks, registered designs or Companies House certificates or similar items or documents if you ask us to keep them in safe custody.
- 15.4 We will not normally charge you for storing documents or for retrieving stored papers or deeds if they are related to continuing or new instructions to act for you. However, we may make a charge based on the time we spend on producing stored documents for you or someone else if you ask, for reading papers, writing letters or other work or expenses we run up to follow your instructions.
- 15.5 We may store files and other papers in electronic form. If we do, we may destroy the hard-copy documents. In this case, we will keep the electronic copies according to paragraph 15.1.

16 External audits

- 16.1 To provide a high-quality service to you, we do our best to meet quality standards set by other organisations.
- 16.2 So that we can make sure that we keep to these quality standards, we will use an auditor to occasionally assess our performance.
- 16.3 When these audits take place, we need to allow the auditor to randomly choose a sample of files to audit. If the auditor chooses a file relating to your case, we will protect your confidentiality as described in paragraph 13.

17 Regulation

We have to keep to the rules of the Solicitors Regulation Authority in our relationship with you.

18 Data protection and using data

- 18.1 Under the Data Protection Act 1998, we have given the Information Commissioner formal notice that we handle personal information under that act.
- 18.2 As part of providing our services to you, we may need to reveal personal information about you to other people. It is impossible to list everyone this includes because this will depend on the nature of your case. However, examples might include:
 - 18.2.1. the court;
 - 18.2.2. other people who are involved in your legal action;

- 18.2.3. experts;
 - 18.2.4. barristers;
 - 18.2.5. legal agents or inquiry agents; or
 - 18.2.6. other service providers (such as if we register an internet domain name on your behalf).
- 18.3 In some cases we may have a legal duty to release information about you. If we have to release personal information about you as part of the work that we are providing to you, we will only release what is reasonable and appropriate. Please ask us if you are concerned about this. Please also see paragraph 19.
- 18.4 If we set up a company for you, we may have to release personal information about you to the companies that set it up and who provide director and secretarial services.
- 18.5 We might also need to share personal information about you with companies or businesses that we control or are connected with us and who keep to the Data Protection Act 1998.
- 18.6 Almost all of our IT is handled by another organisation. As a result, we may need to release personal information about you to our IT service providers so they can maintain our IT systems, such as our electronic filing system. We have a written contract with them to protect your details and to keep them confidential.
- 18.7 We would like to keep you up to date with information about us, our services, events and legal developments and issues that might interest you. Occasionally, we might also want to tell you about services, products or events other companies offer. We will contact you separately to identify what information you would like to receive from us in the future and how you would like to receive it.

19 Money laundering regulations

- 19.1 The Money Laundering Regulations 2007 say we must, in most cases, gather evidence of the identity of our clients.
- 19.2 As a result, we will do an independent computer identity check on you with another service provider and we may ask you to show us some form of personal or business documents (as required by the regulations) to check your identity. The service provider who carried out the check will record the fact that we have carried out a search and may also use the details from our search in the future to help other companies confirm people's identities. The provider may also reveal your information to a credit reference agency to confirm your identity. That agency may keep a record of the search, but they will not carry out a credit check and your credit rating will not be affected.
- 19.3 We have to continually keep to these regulations and this may mean that there is a delay in the work we are carrying out for you. **Neither we, nor our members or lawyers, accept any liability to you for any loss or damage caused by that delay.**
- 19.4 Solicitors must keep the affairs of clients confidential. However, recent laws on money laundering and terrorist financing have given solicitors a legal duty in certain circumstances to release information to the National Crime Agency (NCA). If a solicitor knows or suspects that money laundering is involved when, for example, a client buys a property, the solicitor may have to tell the NCA. If this happens, we may not be able to tell you that your information has been passed on to the NCA

because the law does not allow 'tipping-off'. The NCA will then decide whether or not to let us continue acting for you. Even if the NCA gives permission for us to act, it can pass the information to any relevant body (for example, HM Revenue and Customs) and an investigation may take place at any time in the future. If there is no evidence for our suspicions, all letters, phone calls, e-mails and so on between you and us will remain private. If, however, the NCA find evidence that money we have handled on your behalf involves money laundering, that privacy will be lost and we can discuss the matter with other people, including showing them your letters, e-mails, phone call records and so on.

20 Cases involving legal action

- 20.1 If you are making a claim or defending legal proceedings that we are handling for you, please read this paragraph and paragraph 21 very carefully.
- 20.2 You are responsible for paying our bills even if the court eventually orders another person or company to pay or part pay your legal costs. The other person or company will not be responsible for paying the VAT part of your costs if you can recover that yourself.
- 20.3 In the UK, the court can decide which person should pay the costs of proceedings. The court will usually order the person who is not successful to pay a percentage of the successful person's legal costs.
- 20.4 The court very rarely makes an order that the person who is not successful should pay all the successful person's costs. You should assume that, even if you are successful, you will have to pay legal costs over and above any amount of money that the other person has to pay to you. If the other person has used public funding (what used to be legal aid), it is unlikely that they will actually pay you any amount towards your costs.
- 20.5 If the court orders the other person to pay some or all of our charges, disbursements and expenses, we can claim interest from them from the date of the order until they pay. If you have paid our charges, disbursements and expenses up front, we will pay any interest that we recover directly to you. If you have paid our charges, disbursements and expenses after the case is dealt with, we will keep any interest that we recover.
- 20.6 If you decide not to carry on with the case, you may have to pay the other person's costs.
- 20.7 If you are not successful in any legal action, as well as having to pay our charges, disbursements and expenses, the court will probably order you to pay part or all of the other person's costs.
- 20.8 The process of agreeing costs or having the court assess them can mean a delay between the court making an order for costs and the other person actually paying them. For example, if the other person has to pay your costs at the end of the case, it may take several months for the court to decide the amount and for them to then pay you. The court will expect you to have paid our charges, disbursements and expenses (and so will we) before you can recover them from the other person. If you have not done so, the court will probably prevent the other person from paying you.
- 20.9 If the court has to decide the question of costs, we may have to prepare a very detailed bill and we will itemise the work that we have done on your case. You will

- have to pay us for preparing this bill and also for the court fee. The court might order the other person to pay some of these charges, disbursements and expenses.
- 20.10 You may have to pay some of the other person's costs during the proceedings. During a case, any person involved in it can apply for the court to decide a point of procedure or law. If this happens, the court will make each person provide details of their costs for preparing or responding to the application. Once the court has made its decision, it will usually decide which person will pay the costs for the application. The court will normally decide that the person who is not successful has to pay the other's costs within 14 days of the date of the decision.
- 20.11 In some cases, there are different rules about costs. Other than personal injury, most cases with a financial value under £10,000 are dealt with in the small claims court. Personal injury cases with a financial value under £1000 are also dealt with in the small claims court. In cases before the small claims court, and also before an employment tribunal, it is rare that an order is made that a person who is not successful should pay the other's costs (other than some limited fixed court costs). You should not expect the other person to pay any of our charges, disbursements and expenses, even if you are successful.
- 20.12 In civil, non-family court cases, the court says that certain documents must contain a 'statement of truth'. You must sign this statement of truth. You must make sure that the facts that you have given us or the documents you have given us are correct and true. If you sign the statement of truth without considering it properly, it could be very serious. It could lead to the court making an order to put you in prison. In some cases you may authorise one of our lawyers to sign a statement of truth on your behalf. If this happens, we sign as your agent and not in our own right.
- 20.13 During your case, you will have to pass to the other person all documents that relate in any way to the issues in the dispute that you:
- 20.13.1. have; or
 - 20.13.2. have had; or
 - 20.13.3. keep with your accountants or bankers and so on.
- 20.14 Your obligation under paragraph 20.13 is a broad obligation to the court. The court gives a wide meaning to 'documents'. It includes:
- 20.14.1. correspondence;
 - 20.14.2. notes;
 - 20.14.3. diaries;
 - 20.14.4. electronic communications;
 - 20.14.5. documents stored electronically;
 - 20.14.6. video tapes;
 - 20.14.7. documents that you may consider confidential; and
 - 20.14.8. any other items that could damage your case.
- 20.15 Your obligation to release the documents under paragraph 20.13 is an ongoing obligation until the court proceedings are finished. This means that:
- 20.15.1. you must keep all relevant documents safe and you should not destroy any of them; and

- 20.15.2. we will need to review them during the course of the case. If you do not know whether or not to destroy documents, you should speak to the lawyer dealing with your case.
- 20.16 In family proceedings your obligation under paragraph 20.13 also covers assets you:
 - 20.16.1. own;
 - 20.16.2. have control over; or
 - 20.16.3. have an interest in.

21 Conditional-fee, discounted-fee and damages-based agreements

- 21.1 For certain types of work, we may agree a 'conditional-fee', 'discounted-fee' or 'damages-based' agreement for our charges. If we do, we will send you a separate written agreement giving full details of the special terms that will apply between us.
- 21.2 In a 'conditional-fee arrangement', we agree that we will aim to recover our charges, disbursements and expenses in working for you from the other person in your case against them. If the court decides the case in your favour, or we can negotiate a settlement for you, the other person will pay our charges, disbursements and expenses. If the court decides against you, you will not have to pay our charges, disbursements and expenses.
- 21.3 In a 'discounted-fee arrangement', we agree that we will aim to recover our charges, disbursements and expenses for working for you from the other person in your case. If the court decides the case in your favour, or we can negotiate a settlement for you, the other person will pay our charges, disbursements and expenses. If the court decides against you, you will have to pay our charges, disbursements and expenses as set out in the discounted-fee agreement.
- 21.4 In a 'damages-based agreement' our charges, disbursements and expenses will be based on a percentage, that we will agree with you beforehand, of the damages that we can recover from the other person in the dispute. We may have a damages-based agreement with you as well as either a conditional-fee arrangement or a discounted-fee arrangement.
- 21.5 A conditional-fee case is a business risk for us. If your case is not successful, we will not be able to recover any of our charges, disbursements or expenses. As a result, if your case is successful, we will charge you a 'success fee'. We work out this success fee by assessing the risk that we believe we are taking in helping you. Our opinion of the risk involved depends on our view of the merits of your case and the circumstances at the time we enter into the agreement with you.
- 21.6 If we start court proceedings for you and your case is not successful, you will have to pay the other person's charges, disbursements and expenses. Your case will not be successful if the court decides against you or you have to withdraw your claim. So that you can reduce the risk, as far as possible, of having to pay the other person's charges, disbursements and expenses, you should take out insurance. We can help you organise this type of insurance if you want. We may refuse to act for you on a conditional-fee, discounted-fee or damages-based agreement basis if you do not have insurance.

22 Residential property transactions

- 22.1 If you instruct us to sell, buy, place a legal charge on or lease a residential property, you need to read this paragraph 22. We may, however, agree something different with you, for example, for us to send you interim bills (paragraph 7.1).
- 22.2 For sales, purchases and leases we will send a bill for our charges, disbursements and expenses shortly before completion. You must pay this on completion.
- 22.3 If you are buying property with the help of a loan, and you have agreed with the lenders to pay their costs, we will send you a copy of their bill if we are instructed to act for your lenders. You must pay any fees before completion.
- 22.4 If the transaction involves a mortgage loan, and you agree to us acting for the lender, we have to pass your lender the information you give us that might be relevant to their decision as to whether to make the finance available. If you tell us things that you do not want the lender to know and they are relevant to the lender, we may have to stop acting for the lender, and possibly also for you.

23 Intellectual property

- 23.1 In working for you we will use our know-how and experience. We will share this with you by giving you advice and preparing documents on your case. This is our confidential information. We also own other rights in material that we produce in dealing with your case, such as copyrights and trademarks (these are called 'intellectual property').
- 23.2 As well as paragraph 1.4, you may not, unless you have our permission:
 - 23.2.1. release confidential information or intellectual property to any other person; or
 - 23.2.2. supply, pass on or otherwise commercially use our services.
- 23.3 Unless we have agreed otherwise, if you pay our bills, we will grant you a royalty-free, non-exclusive licence of our confidential information and our intellectual property. However:
 - 23.3.1. you may only use these for the purposes for which we provide them to you in the first place; and
 - 23.3.2. you may only use these for your own business or personal purposes and for no other reasons.
- 23.4 To avoid any doubt, if you do not pay our bills, we may cancel your right to use our confidential information and intellectual property.

24 Changing these terms

If we change these terms, we will write to tell you.

25 Invalid terms

If any of these terms is, or at any stage in the future becomes invalid, illegal or cannot be enforced in law, it will not affect the other terms which will stay in force.

26 Law

If there is a dispute between you and us, we both agree that the courts of England and Wales will be the only courts with the power to deal with the dispute and that English law will apply.