



Terms of Engagement

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Welcome

We welcome you as a client to Sachedinas Solicitors. This leaflet sets out our general terms of business. These terms are subject to the terms of our engagement letter with you and the terms of our engagement letter will take precedence over these general terms if the terms of the engagement letter conflict with these general terms.

Instructions

After we receive instructions from you we will write to you to confirm:-

- your instructions
- the name(s) and status of the person or people who will deal with your work
- any further information or action that we would like from you
- any advice which we have given
- the initial action which we shall be taking
- the best information which we are able to give about the cost of the work and the time it is likely to take

Throughout your instructions we will:-

- deal with all matters promptly
- keep you informed of progress
- provide you with copies of any relevant documents
- keep you informed about timescales and costs

Clear Communications

To ensure clear communication takes place between us please:-

- give us clear instructions at all times
- let us know immediately if you ever have any queries
- let us know of any time limits that have a bearing on the work that we are doing for you

At the end of the matter

When the work that we are doing for you is completed, we will keep your file of papers relevant to the matter on the understanding that we have your authority to destroy all papers and documents at the end of six years from delivery of our final invoice.

If you would like us to keep your file for longer than this then, please let us know at any time before your matter is completed and we will agree on an alternative arrangement with you.

Confidentiality

All information regarding your affairs will be kept strictly confidential unless you instruct us otherwise or we are required by law to disclose any information about you and your affairs.

Limitation of Liability

YOUR PARTICULAR ATTENTION IS DRAWN TO THE PROVISIONS OF THIS CONDITION

EXCEPT FOR LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM OUR NEGLIGENCE WE SHALL NOT BE LIABLE TO YOU UNDER ANY ONE CLAIM OR UNDER THE TOTAL OF ALL CLAIMS ARISING FROM ANY ACT OR DEFAULT OF OURS HOWSOEVER SUCH CLAIM OR CLAIMS ARISE (BE IT BY NEGLIGENCE OR OTHERWISE) FOR ANY LOSS OVER THE FIGURE OF FIVE MILLION POUNDS (£5,000,000) BUT WE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INDIRECT LOSS OR LOSS OF PROFITS OR OF CONTRACT (WHETHER ARISING BY OUR NEGLIGENCE OR OTHERWISE).

Fees

General details regarding fees are set out below; however please refer to the terms of our engagement letter for further details.

When you first instruct us we shall discuss fees and likely costs with you and explain how these will be calculated.

We may, at any stage, request a reasonable sum of money on account of our fees. Where we do so it will be a condition of our accepting or continuing instructions that payment is made. Any sum requested on account of fees is not indicative of our total fees which may be greater than the sum paid in advance.

In most cases it will be possible to agree a fixed fee. If we are unable to give a fixed fee we will be able in most cases to give a 'capped' fee. Where we cannot give a fixed or capped fee we will give you an estimate. Estimates are not fixed and can be exceeded. If it appears that an estimate is going to be exceeded we shall advise you as soon as this becomes apparent.

Please note it is not always possible to give an estimate as in certain types of work it is not known at the outset how the matter will develop and therefore what work will be involved.

In other cases work is charged on a time basis. We will advise you of the rates of those dealings with our work. We periodically review our charging rates which may be increased. We shall inform you of any changes to our rates. We will keep you informed about costs at regular intervals.

Other Fees and Expenses

We require payment in advance of all expenses and payments to be made to third parties, for example Companies House fees, stamp duty, Land Registry fees, search fees, court fees, barristers fees, expert fees. There is no exception to this.

VAT

VAT will be charged on all fees and, where appropriate, on expenses and payments to third parties. All information about fees and expenses is given on a VAT exclusive basis.

Our VAT number is 764 4573 05

Invoices

Our invoices are payable on delivery. We charge interest on all sums remaining unpaid one calendar month after delivery of an invoice at the rate of eight per cent per annum.

We may, in our discretion, deliver interim invoices in respect of both fees (fixed or otherwise) and expenses as a matter progresses.

When we are instructed by more than one client to deal with any particular matter, each client will be jointly and severally responsible for full payment of our invoices.

Money held by us on your behalf (and any accrued interest) may be taken by us in payment of our invoices.

Commission

We occasionally receive commission from third parties. Where this is less than £20.00 we are entitled to retain it. We shall account to you for any commission received of more than £20.00 unless we have your agreement to retain it.

Interest

If we hold money for you we will account to you for interest earned on that money in accordance with the Solicitors' Accounts Rules 1998. We are not required to pay interest to you if we hold money in a general client account and the sum in lieu of interest which would otherwise pay is less than £20.00.

Money Laundering

Since the beginning of 2002 there has been extensive new law designed to prevent money laundering. Under this law we have a duty to report any financial transactions which we regard as suspicious. It is important that you are aware of this.

If the matter you are instructing us on involves the movement of money or other property through this firm directly or through another party we have to be satisfied that the relevant transaction is legitimate. This is a legal requirement and it may be necessary for us to ask you a series of questions touching upon your own identity, place of residence and the source of any relevant funds. We are sorry that we have to undertake this level of enquiry but we do not have a choice. We are obliged by law to follow certain procedures and we do hope you will understand this.

The Proceeds of Crime Act 2002 ("The Act") creates a number of offences relating to the proceeds of crime which you should be aware of when you instruct us. The proceeds of crime are any monies/property/assets which have arisen as a result of any crime. These include, for example, monies (however low in value), saved as a result of tax evasion or benefit fraud, whether that money has been saved or spent.

If we become aware or suspect the existence of the proceeds of crime in your case (whether from you or from any other person), we may have to report the irregularity to the Serious Organised Crime Agency (SOCA). SOCA may withhold permission for us to continue with the case. SOCA can pass the information received to any relevant body such as HM Revenue and Customs and an investigation may take place at any time in the future.

It follows from the above that if you have any concerns about irregularities in your financial position you may wish to seek specialist accountancy or welfare benefits advice to correct those irregularities. We strongly recommend that you do this before proceeding further. Please note that accountants are also required to comply with the provisions of the Act.

It is important that you are aware that we may have a legal duty under the Act to report known or suspicious circumstances without telling you. This could have serious consequences for you. In rare situations you could find that you then become subject to a HM Revenue and Customs investigation or benefits investigation and/or criminal proceedings.

The obligations which we have under this Act can, in certain instances, override the duty of solicitor/client confidentiality.

Circumstances may arise where we have to approach you to seek your permission to report certain matters to SOCA. For instance we may take the view that by proceeding further with your case (without permission from SOCA) we may be assisting in the commission of a money laundering offence. In the event that you refuse such permission we reserve the right to terminate your instructions and if we do so in these circumstances you will be liable for all our fees and expenses incurred up to the date of such termination.

To assist us in our legal duty we have a policy that we will not accept from any client cash in excess of £115.

Bank Failures

It is unlikely that we would be liable to you if you sustained losses in respect of money held in our client account resulting from the failure of our bankers.

Any money that we would hold for you in our client account is held with the Yorkshire Bank.

Please note that the £50,000 Financial Services Compensation Scheme ("FSCS") limit applies to each individual and so if you hold personal money in the same bank as our client account your total limit of protection is still only £50,000.

You must also be aware that some deposit taking institutions have several brands, i.e. where the same institution is trading under different names. You need to check with your bank, the FSA or your financial advisor for more information about this as the £50,000 FSCS limit only applies to deposits within one group and not in each brand within that group.

You hereby confirm that if we have to make a claim under the FSCS in respect of client money held on your behalf, we will disclose, and you hereby give your consent to such disclosure, to FSCS your client account details.

Terminating our Arrangements

You may terminate your instructions to us at any time for any reason by giving us written notice.

We may stop acting for you by giving you reasonable written notice if we have good cause to do so. Good cause includes a failure to receive adequate instructions, where there is a serious breakdown in confidence between you and us, where you have failed to provide costs or expenses on account when requested or have failed to pay any invoice.

Upon termination of our engagement, if the work has not been completed then we shall charge for the work done either based on the time spent by reference to our hourly charge rates, or by reference to a reasonable sum in view of our fee agreement, together with any expenses.

Complaints

If you have any problem about any aspect of our service please make it known immediately. Please raise the matter with Jane Sachedina. If it is not possible to resolve your problem in this way and you wish to make a formal complaint then please make this known to Jane Sachedina.

The firm takes complaints very seriously and we have a written complaints procedure a copy of which will be provided to you upon request.

Solicitors Code of Conduct

Solicitors must comply with the Solicitors Code of Conduct. If you wish to see a copy of this Code of Conduct then please go onto our website, click on 'useful links', click on the Solicitors Regulation Authority website address and follow the links for the Code of Conduct which is in the English language. It is a substantial document so we are unable to provide you with a hard copy ourselves. The Solicitors Regulation Authority website address is www.sra.org.uk.

Professional Indemnity Insurance

We are required to carry professional indemnity insurance for a minimum level of cover of £2 million for any claim. Our professional indemnity insurance covers us for any claim up to £5 million. Our qualifying insurer is XL Insurance Company through our broker AON Limited. The geographical area is worldwide. If you need to contact our insurers then the contact details are as follows:

AON Limited
Professional Services Group (office)
2nd Floor
Somerset House
London Road
Redhill
RH1 1LU

www.aon.co.uk

Changes

We reserve the right to change our terms of engagement from time to time. Any variation will be notified to you in writing.

Jurisdiction and Law

These terms and your contract with us shall be governed by English law and any dispute or claim arising from or in connection with our contract shall be submitted to the exclusive jurisdiction of the English Courts.