

## 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. 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](http://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](http://www.freeths.co.uk)



### Definitions

Phrase	Meaning
consumer	a person acting for purposes which are totally or mainly outside their trade, business, craft or profession.
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

- 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 employees, consultants or members of Freeths LLP.
- 2.2 No single employee, consultant or member accepts personal responsibility to you for any advice given to you or for work that we carry out for you. You agree that you will not bring a claim against any employee, consultant or member of Freeths for services they provide on our behalf.

## 3 Our liability to you

- 3.1 If you instruct us in the course of your trade, business, craft or profession, we do not accept that we have a legal responsibility to you or to others in connection with your case for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses linked to lost profit or lost opportunity.
- 3.2 If you instruct us as a consumer, 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:
  - 3.2.1. losses that you could not expect when you instructed us;
  - 3.2.2. losses not caused by us breaking our contract with you; or
  - 3.2.3. business losses, including losses any individual not acting for purposes of their trade, business, craft or profession may suffer.
- 3.3 If we are legally responsible to you, despite paragraphs 2.2, 3.1 and 3.2, 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.
- 3.4 Paragraphs 2.2, 3.1, 3.2 and 3.3 do not prevent you from bringing any claim against us for:
  - 3.4.1. death or personal injury; or
  - 3.4.2. any other liability that we cannot exclude or restrict by law or under our professional regulations.
- 3.5 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.
- 3.6 We hold worldwide 'professional indemnity' insurance with Allianz Global Corporate and Specialty of 27 Leadenhall Street, London EC3A 1AA.
- 3.7 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.
- 3.8 Apart from what we say in paragraph 3.7, our contract with you cannot be enforced under the Contracts (Rights of Third Parties) Act 1999. This means nobody other

than you, us or our employees, consultants or members has any right to enforce or rely on any term of our contract with you.

#### 4 Data protection and using data

- 4.1 Under data protection law we have given the Information Commissioner formal notice that we handle personal information.
- 4.2 We have to tell you about your rights under data protection law. Please see the Privacy Notice at the end of these terms of business.
- 4.3 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:
  - 4.3.1. the court;
  - 4.3.2. other people who are involved in your legal action;
  - 4.3.3. experts;
  - 4.3.4. barristers;
  - 4.3.5. legal agents or inquiry agents; or
  - 4.3.6. other service providers (such as typing services).
- 4.4 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 5.
- 4.5 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.
- 4.6 We might also need to share personal information about you with companies or businesses that we control or are connected with us.
- 4.7 Almost all of our IT is managed by another organisation, which may process your information for us. As a result, we may need to share with them personal information about you so they can maintain our IT systems, such as our electronic filing system. All these services are provided under a written contract with them to protect your details and to keep them confidential.
- 4.8 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 send you an electronic communication to identify whether you would like to receive that information from us in the future and if so what and how you would like to receive it.

#### 5 Money laundering and terrorist financing regulations

- 5.1 As well as what we say about using your personal information in paragraph 4 above, we will also use any personal information about you for the purposes of preventing money laundering and terrorism.
- 5.2 The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 say we must, in most cases, gather evidence of the identity of our clients and of any 'beneficial owners' (people who own or control a client).

- 5.3 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.
- 5.4 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 employees, consultants or members, accept any liability to you for any loss or damage caused by that delay.**
- 5.5 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 finds evidence for our suspicions (for example where money we have handled on your behalf involves money laundering or we have become involved in money laundering in your case), 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.

## 6 Complaints

- 6.1 We aim to offer you an efficient and effective service. If you have a complaint about our service or about your bill, please try and resolve it with the lawyer handling your case.
- 6.2 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.
- 6.3 If you then feel that we have still not dealt with your complaint satisfactorily, please contact the complaints partner.
- 6.4 The names of the 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 'client contract'.) If you do not have your client contract, please write to Charles Powell, Head of Risk and Compliance, Cumberland Court, 80 Mount Street, Nottingham, NG1 6HH or email [complaints@freeths.co.uk](mailto:complaints@freeths.co.uk) with details of your complaint.
- 6.5 When we receive your complaint we will let you know, within seven days, that we have received it and we will investigate it within 28 days. At this point we will write to you with the results of our investigation.

## Terms of business

---

- 6.6 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](http://www.legalombudsman.org.uk).

- 6.7 The time limits for the Legal Ombudsman accepting a complaint are six years from the date of the act (or failure to act) or three years from when you should have known about the complaint. You must complain to the Legal Ombudsman within six months of you receiving a final response from us about your complaint.
- 6.8 If we are not able to settle your complaint and it relates to a contract we entered into with you online or by other electronic means, you may be able to send your complaint to a certified alternative dispute resolution ('ADR') provider in the UK using the EU 'ODR platform'. The ODR platform, which is available for disputes in the UK and abroad, is an interactive website for consumers and traders who want to sort out disputes relating to online contracts for goods or services. The website address for the ODR platform is <http://ec.europa.eu/odr/>.
- 6.9 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 10).

## 7 Using electronic communications

- 7.1 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.
- 7.2 However, in giving us permission in paragraph 7.1 you should realise the following:
- 7.2.1. We have no control over the internet or telecommunications systems.
  - 7.2.2. 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.
  - 7.2.3. 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;
    - d anyone changes any electronic communication sent to us about your case before we receive it; or

- e anyone (including you) does not receive any electronic communication that we send about your case.
- 7.2.4. 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.
- 7.2.5. 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.
- 7.3 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.

## 8 How we charge

- 8.1 We charge for our time and expertise.
- 8.2 Normally we work out our charges based on the time that our lawyers spend working on your case.
- 8.3 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:
  - 8.3.1. reading and preparing;
  - 8.3.2. meeting you or others (including our other lawyers);
  - 8.3.3. travelling to and from meetings with you or with others;
  - 8.3.4. sending and receiving communications to and from you and others; and
  - 8.3.5. acting on your behalf.
- 8.4 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.
- 8.5 In working out our charges, we may also take into account other factors, such as how complicated or urgent the case is.
- 8.6 At the beginning of a case we will tell you which lawyer, or lawyers, will deal with your case and their hourly charging rates.
- 8.7 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.
- 8.8 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 22). In some cases, we might also agree to do set amounts of work in return for a fixed charge each year.
- 8.9 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.

- 8.10 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.
- 8.11 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.
- 8.12 We may charge you for any work that we do not complete (for whatever reason).
- 8.13 We may ask you to pay our charges up front.

### 9 Disbursements and expenses

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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 10).
- 9.5 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.

### 10 Bills

- 10.1 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. Any interim bill is a bill just for the work we have completed for you during the period it covers. At the end of your case, we will send you a final bill which will cover the work we have done for you from the date of the last interim bill. We will carry forward to a future bill any unbilled work which we have agreed with you.
- 10.2 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



## Terms of business

---

- 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 10.11 and 12.1.
- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 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.
- 10.7 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.
- 10.8 In residential property transactions, different conditions apply to paying our bills and paragraph 23 sets these out.
- 10.9 If you disagree with the amount of any of our interim or final bills, you have a right under the Solicitors Act 1974 to ask the court to assess our bill. You must do so within one month from the date we deliver the bill. If it is after that but before 12 months from the date the bill is delivered, you will have to ask the court's permission for the bill to be assessed. Unless there are special circumstances, the court will not usually order a bill to be assessed after:
- 10.9.1. 12 months after the bill has been delivered;
  - 10.9.2. a judgement has been made to recover the costs under the bill; or
  - 10.9.3. the bill has been paid, even if this is within 12 months.
- 10.10 You may also have the right to object to your bill by complaining to the Legal Ombudsman (see paragraph 6 above) although the Ombudsman may not deal with your complaint if you have asked the court to assess your bill (see paragraph 10.9).
- 10.11 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.

## 11 Currency

- 11.1 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.

## Terms of business

---

- 11.2 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:
- 11.2.1. that is in pounds sterling but that needs to be paid out to you or another person in a different currency; or
  - 11.2.2. 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.
- 11.3 You must pay us the bank charges which we have to pay for the currency conversion.

### 12 Our policy on credit

- 12.1 If you do not pay any of our bills on time, we may:
- 12.1.1. take legal action against you to get back the amount you owe (this may include us instructing a collection agent);
  - 12.1.2. stop working on any case for you; and
  - 12.1.3. keep your documents and papers and our papers until you have paid all money that you owe us.
- 12.2 If we take legal action against you as described in paragraph 12.1, 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%.

### 13 Commission

- 13.1 Unless we agree otherwise with you, we will pay you any commission that any other person or company pays us resulting from your case.
- 13.2 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.

### 14 Insurance

- 14.1 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.
- 14.2 If you have a relevant insurance policy, you are responsible for our fees in line with paragraph 10 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.
- 14.3 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.

### 15 When you stop giving us instructions

- 15.1 You may stop instructing us at any time and for any reason if you let us know in writing.

- 15.2 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:
- 15.2.1. 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;
  - 15.2.2. if the rules and regulations governing how we operate mean we have to stop acting for you; and
  - 15.2.3. if you repeatedly fail to give us proper instructions.
- 15.3 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.

## 16 Confidentiality and conflict of interest

- 16.1 We will keep all information about you, your business and affairs confidential at all times unless:
- 16.1.1. you tell us to release information;
  - 16.1.2. we have to release information by law; or
  - 16.1.3. we must release information because of the nature of the work that we are carrying out for you.
- 16.2 Our obligation of confidentiality in paragraph 16.1 does not apply to information about you, your business and affairs if:
- 16.2.1. the public has access to it (other than through us breaking our obligation in paragraph 16.1); or
  - 16.2.2. we already had the information before we worked for you; or
  - 16.2.3. another person or organisation, with full authority, has given it to us.
- 16.3 Please read paragraphs 4, 5, 19 and 23.4.
- 16.4 Despite paragraph 16.1, we may make our file about your case available to an external auditor (see paragraph 19) under the following conditions:
- 16.4.1. the auditor has agreed in writing to keep the contents of your case confidential;
  - 16.4.2. the auditor has agreed in writing to only use your file to assess our performance against quality standards; and
  - 16.4.3. we will not allow the auditor to take our file off our premises or to take any copies of documents.
- 16.5 Despite paragraph 16.1, 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.
- 16.6 Despite paragraph 16.1, 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.
- 16.7 Despite paragraph 16.1, we may make your file about your case available to our current or any future 'professional indemnity' insurers.

- 16.8 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.
- 16.9 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.

### 17 Publicity

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

### 18 Storing files

- 18.1 After finishing your case, we will store files and any other papers about it for:
- 18.1.1. whatever time period we consider reasonable in the circumstances; or
  - 18.1.2. the amount of time we have to store them by law,
- whichever is longest.
- 18.2 Paragraph 18.1 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 12.1).
- 18.3 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.
- 18.4 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.
- 18.5 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 18.1.

### 19 External audits

- 19.1 To provide a high-quality service to you, we do our best to meet quality standards set by other organisations.
- 19.2 So that we can make sure that we keep to these quality standards, we will use an auditor to occasionally assess our performance.
- 19.3 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 16.

### 20 Regulation

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

### 21 Cases involving legal action

- 21.1 If you are making a claim or defending legal proceedings that we are handling for you, please read this paragraph and paragraph 22 very carefully.
- 21.2 You are responsible for paying our bills whether you are successful in your case or not and 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.
- 21.3 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, generally between 65% and 75% but this may go up or down depending on the case.
- 21.4 As a result, 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. This is also because our hourly rates for cases involving legal action are higher than the guideline hourly rates set by the court. 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. Also, even if the other person is ordered by the court to pay or part pay your costs, they may not be able to do so.
- 21.5 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.
- 21.6 If you decide not to carry on with the case, you may have to pay the other person's costs.
- 21.7 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.
- 21.8 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.
- 21.9 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.

## Terms of business

---

- 21.10 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.
- 21.11 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 fixed court costs and fees). You should not expect the other person to pay any of our charges, disbursements and expenses, even if you are successful.
- 21.12 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.
- 21.13 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:
- 21.13.1. have; or
  - 21.13.2. have had; or
  - 21.13.3. keep with your accountants or bankers and so on.
- 21.14 Your obligation under paragraph 21.13 is a broad obligation to the court. The court gives a wide meaning to 'documents'. It includes:
- 21.14.1. correspondence;
  - 21.14.2. notes;
  - 21.14.3. diaries;
  - 21.14.4. electronic communications;
  - 21.14.5. documents stored electronically;
  - 21.14.6. video tapes;
  - 21.14.7. documents that you may consider confidential; and
  - 21.14.8. any other items that could damage your case.
- 21.15 Your obligation to release the documents under paragraph 21.13 is an ongoing obligation until the court proceedings are finished. This means that:
- 21.15.1. you must keep all relevant documents safe and you should not destroy any of them; and
  - 21.15.2. 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.
- 21.16 In family proceedings your obligation under paragraph 21.13 also covers assets you:



- 21.16.1. own;
- 21.16.2. have control over; or
- 21.16.3. have an interest in.

## 22 Conditional-fee, discounted-fee and damages-based agreements

- 22.1 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.
- 22.2 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.
- 22.3 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.
- 22.4 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.
- 22.5 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.
- 22.6 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.

## 23 Residential property transactions

- 23.1 If you instruct us to sell, buy, place a legal charge on or lease a residential property, you need to read this paragraph 23. We may, however, agree something different with you, for example, for us to send you interim bills (paragraph 10.1).
- 23.2 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.

## Terms of business

---

- 23.3 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.
- 23.4 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.

### 24 Intellectual property

- 24.1 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').
- 24.2 As well as paragraph 1.4, you may not, unless you have our permission:
- 24.2.1. release our confidential information or intellectual property to any other person; or
  - 24.2.2. supply, pass on or otherwise commercially use our services.
- 24.3 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:
- 24.3.1. you may only use these for the purposes for which we provide them to you in the first place; and
  - 24.3.2. you may only use these for your own business or personal purposes and for no other reasons.
- 24.4 To avoid any doubt, if you do not pay our bills, we may cancel your right to use our confidential information and intellectual property.

### 25 Changing these terms

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

### 26 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.

### 27 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.

## Privacy Notice

**General Data Protection Regulation (GDPR)**

**Money Laundering Regulations**

### **Privacy Notice**

#### **FREETHS LLP**

Freeths LLP is a limited liability partnership registered in England and Wales with partnership number OC304688 and our registered office at 80 Mount Street, Nottingham NG1 6HH. We are regulated by the Solicitors Regulation Authority.

We are registered with the Information Commissioner's Office (ICO), the UK data-protection regulator, and we will be the 'data controller' for the purposes of data-protection laws in relation to any personal information we hold about you.

We are fully committed to client confidentiality and protecting your personal information. We have appointed a member of this firm as our Information Officer and representative for data-protection matters.

- Deryck Houghton, Partner
- Email: [gdpr@freeths.co.uk](mailto:gdpr@freeths.co.uk)
- Phone: 0115 936 9369

We are certified under ISO 27001 (the internationally recognised data and information security standard) and accredited to the UK Government's Cyber Essentials security standards.

We will need to deal with ('process') your personal information so that we can provide legal services to you. This privacy notice tells you what we will do with that information, and your legal rights in relation to it under the GDPR or other data-protection laws which may apply.

#### **Your personal information – and why we need it**

We will need to collect some personal information about you to form a solicitor and client relationship and so we can create and maintain proper records and provide our services. This information will include your:

- full name;
- date of birth;
- address (business and personal);
- email address;
- financial details; and
- phone number.

We will also need to gather other details about you that are relevant to the work you want us to do.



---

Data-protection laws say that we have to have a legal basis for processing your information. In most cases, we will only process your personal information:

- so we can carry out our contract with you, or to take any steps you ask us to before entering into a contract with you;
- as necessary to keep to any legal obligations we may have – for example, under anti-money-laundering laws; or
- where necessary in the legitimate interests of this firm or someone else, as long as those interests take priority over your own rights in the circumstances.

If none of these reasons applies, we may have to ask for your specific permission.

Depending on the type of case or the advice you need, we might also need to collect or handle more sensitive or 'special category' information about you, on matters such as your:

- racial or ethnic origin;
- political opinions;
- religious or philosophical beliefs;
- trade union membership;
- genetic information;
- identifiable physical, physiological or behavioural characteristics ( such as your facial image or fingerprints);
- health; and
- sex life or sexuality.

We will:

- only collect or handle this personal information if we need to so we can deal with your case properly;
- ask you for your specific written permission to process this type of information; and
- tell you why and how the information will be used.

If we collect personal information about you from a source other than you (unless you already have that information, the law says we can't, or it is confidential), we will tell you:

- what that information is; and
- where it has come from.

If the information is wrong or incomplete, you will be entitled to ask us to correct it (see 'What are your rights?' below).

If we are allowed by law, we may use your details to contact you with information about our services or legal developments we think may interest you. You can tell us at any time not to send you these messages.

### Consent

If we have asked for your specific permission (consent) to have and use your personal information, you can withdraw that consent at any time by contacting the lawyer dealing with your case or by phoning us or emailing us.

- Phone: 0115 936 9369
- Email: [postmaster@freeths.co.uk](mailto:postmaster@freeths.co.uk).

This will not affect any processing of your personal information which we have done before you withdraw your consent.

---

We will ask you some questions to check your identity, and to allow us to note in our records that you have withdrawn your consent.

If you want to withdraw your permission for receiving marketing communications, you can do that:

- using the 'unsubscribe facility' in the communication itself (emails);
- by emailing us on our web page at [unsubscribe@freeths.co.uk](mailto:unsubscribe@freeths.co.uk); or
- by contacting us using the above phone number or email address.

### **Children**

If we are processing personal information for a child (under the age of 13 years), we will need the permission of the child's guardian. If the child is over 13 years, we will need the child's permission.

The lawyer dealing with your case will be able to discuss this with you in more detail if you want.

### **Sharing your personal information with others**

We may have to pass on your personal information to other people or organisations to provide our legal services to you. These include:

- barristers;
- other solicitors we instruct to carry out work on our behalf;
- in legal proceedings – the court and others required by law or by the rules or order of the court;
- medical practitioners and specialists;
- other experts and professionals; and
- other trusted suppliers.

Whenever possible, we will only share your personal information with them on a confidential basis. If we do share information, we will keep to our ISO 27001 data-security standards.

The lawyer dealing with your case will be able to tell you when and with whom we will share your information.

### **Transferring your information to another country**

If the work we are doing for you means we need to transfer your personal information to another country, we will discuss this with you beforehand.

### **How long do we keep your information?**

We will need to keep your personal information for different time periods, depending on the nature of the case and the purpose (or purposes) for which it was collected. Usually, we will have to keep personal information even after we have completed the work you ask us to do.

You can ask the lawyer dealing with your case for more details about these specific periods.

### **What are your rights?**

As a 'data subject', you have the following legal rights.

- Right of access – you have the right to ask for a copy of the personal information we hold about you.
- Right of rectification – you have the right to correct any information we hold about you that is not accurate or complete.

- 
- Right to be forgotten – in certain circumstances, you can ask for personal information we hold about you to be erased from our records. (If we have another legal obligation to keep your information which would mean that we could not do this, we will explain that to you if you make such a request.)
  - Right to restriction of processing – in certain circumstances, you might be able to restrict how we process your information.
  - Right of portability – if we hold certain types of personal information about you, you may have the right to have it transferred to another organisation.
  - Right to object – you have the right to object to certain types of processing, such as direct marketing.
  - Right to object to important decisions being made about you, or anything about you being evaluated, by an automated process without any human involvement.

We will also send all of the above requests to anyone else we have shared your information with, and we will always try to respond to you within one month of receiving your request.

### How you can complain

If you want to make a complaint about how we are processing your personal information, or you are not satisfied with how we have handled your complaint, you can raise the matter direct with our Information Officer, or with the ICO.

#### Freeths LLP Information Officer:

Deryck Houghton

Freeths LLP  
Cumberland Court  
80 Mount Street  
Nottingham  
NG1 6 HH

Phone: 0115 936 9369

Email: [gopr@freeths.co.uk](mailto:gopr@freeths.co.uk)

#### Information Commissioner's Office:

Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

Phone: 0303 123 1113 or 01625 545 745

Website: [ico.org.uk/concerns/handling/](http://ico.org.uk/concerns/handling/)