

# Our Agreement With You

Curwens is a Limited Liability Partnership and its registered office is Crossfield House, Gladbeck Way, Enfield EN2 7HT. The expressions "Curwens", "we", "us" and "our" used below refer to **Curwens LLP** and any successor practice or service company owned or controlled by or on behalf of Curwens LLP or any of its members and, as the context requires, all members of, consultants to and employees and agents of Curwens LLP. The term "partner" means a member of Curwens LLP or a senior employee of equivalent standing.

This leaflet sets out our terms of business and will govern the contract between us (technically called a "retainer") now and in the future, unless and until replaced.

## BEFORE WE START WORK

When you contact us, we will send you a letter setting out important information, usually enclosing this leaflet and any other relevant information, including information about costs. We ask you to confirm that you are instructing us, having had the chance to consider all the relevant information. We will usually only start work for you once you have signed and returned the duplicate of our initial "client information" letter and done other things such as provide your identification or pay money on account. Nevertheless, these terms apply even if you do not do so.

## CONFLICTS OF INTEREST

As soon as we can after you contact us, we will check whether there is any professional barrier to our acting for you. In particular, we will check whether we have acted for anyone else involved (for example your opponent in a prospective litigation case). If we have, in some cases we may have to stop acting for you.

## RESPONSIBILITY FOR YOUR CASE

### YOUR PERSONAL CONTACT

Any matter we deal with on your behalf will be the responsibility of one of our lawyers who is your personal contact for that matter. We will tell you their name and status (partner, solicitor or as the case may be). He or she is responsible for advising, acting and reporting to you on the work you have instructed us to deal with for you.

We try hard to avoid changing the people who are handling your work, but if this cannot be avoided we will notify you promptly who will be handling your matter and why the change was necessary. During holiday periods, maternity leave or if one of our lawyers leaves for any reason, a locum may be employed.

### SUPERVISION

If your case is not actually being dealt with by a partner, your personal contact is, nevertheless, responsible to one. That person's name will be given to you in our letter confirming your instructions. The partner has general responsibility for the work in his or her department and advises on any particularly complicated questions. In some cases, a partner will actually oversee the case.

### COMMUNICATIONS

We aim to keep clients fully informed about with their case. We will report to you regularly, and where appropriate, provide you with copies of correspondence (both incoming and outgoing). In most cases we provide written confirmation of our advice, for ease of reference.

Our advice needs to be based on all relevant information, so please ensure that we see all relevant documents and keep us up-to-date. If your personal contact is not available, their secretary can usually assist.

## TAX ADVICE

We do not normally give tax advice to clients, except where we specifically advise you that we do so, for example in relation to certain wills and associated estate planning.

## LEGAL COSTS

### GENERAL

At the outset of a matter we will explain how you are to be charged and as far as possible provide an estimate of costs based on the information then available. With some matters it is difficult for us to give an estimate and (of course) circumstances differ from case to case.

In order that you may better monitor the level of costs, we will in many cases bill you periodically, for example on a monthly or quarterly basis. We will ask you to pay money on account of disbursements (expenses paid on your behalf) and usually in respect of our own work undertaken on your instructions.

Where it is apparent that our fee estimate is likely to be wrong, we will tell you and explain the reasons for any increase with you before the original estimate is exceeded.

### HOW WE CALCULATE OUR CHARGES

The most important element in legal bills is usually the time spent by each grade of lawyer involved in a case. Our fees are expressed as an hourly charge-out rate. The rates are reviewed twice yearly and changes will be notified to you. Routine letters and telephone calls are charged as a unit of six minutes (as prescribed by court rules). Routine letters received are in our discretion charged as a three minute unit.

Our fees include the time spent on:

- dealing with your matter, including meetings and telephone calls to and from you and others
- considering, preparing and working on papers
- correspondence
- travelling and waiting time

There may also be a further element in the fee for exceptional difficulty or importance or for carrying out instructions with exceptional speed at the request of the client.

If the value of the property involved in a transaction is substantial, a value element of between 0.1% and 0.5% may be added.

### CHARGING RATES

Typical hourly charging rates applying in Curwens are:

- partner (senior) - £185 - £270
- partner (junior) - £175 - £250
- solicitor (associate/senior) - £165 - £225
- solicitor - £120 - £190
- legal executive or licensed conveyancer - £140 - £180
- litigation or conveyancing executive - £100 - £130
- paralegal, trainee solicitor, or other - £100 - £130.

Secretarial time is only charged to you if it consists of time spent in executive work (i.e. work which a lawyer would otherwise do).

## LITIGATION COSTS

The general points made here in relation to billing and costs apply in litigation cases. However there are special considerations in relation to litigation costs which the lawyer responsible for your file will explain in more detail.

## LEGAL EXPENSES INSURANCE

You should check your insurance policies (particularly commercial and home contents policies) to see whether you have Before The Event (BTE) legal expenses insurance. After The Event (ATE) insurance products may also be available (for an individually quoted premium) to cover your opponent's costs or even assist with your disbursements, if you lose a litigation case.

Please note that where you instruct us under a BTE policy as nominated solicitors appointed by your insurers, the retainer to act for you will end immediately and without the need for us to give you advance notice if and when funding is withdrawn by the insurer.

## CHARGING PROCEDURES

We have the right:

- to require payment in advance towards professional fees and disbursements
- to issue interim, or alternatively what are known as "on account" bills on a monthly or other periodic basis.

VAT is payable on our fees at the rate or rates in force when the invoice is rendered

Disbursements (i.e. payments on your behalf such as court fees, search fees, SDLT or expert reports) are payable on request. We may charge you for abnormal postage costs or courier charges which we pay on your behalf and for copying costs where significant numbers of copies are needed or when external copying is required. We shall include in our invoices any charges relating to your matter which are passed on to us by third parties.

Our bills are payable upon presentation. If they are not paid within one month of delivery we have the right:

- to charge interest on the total amount outstanding at the rate applicable to county court judgement debts (currently 8%) or, if higher, 3% above bank base rate
- to require immediate payment for all other outstanding work
- to cease acting for you and to instruct those whom we are responsible for paying (e.g. barristers and experts) to cease acting.

We have the right to deduct any invoiced sums whether overdue or not from money received by us on your behalf before forwarding the balance to you.

## DOCUMENTS: RETENTION AND SOLICITORS' LIEN

The contents of our files, including all documents generated in the course of our work, belong to us, however, documents containing legally binding agreements, such as wills, title documents and grants of representation do not.

We are entitled to retain all documents and property in our possession until all money which you owe us from time to time has been paid. The technical term for this is a lien. Subject to our lien, we will normally release our file to you or another firm of solicitors. If, instead, we prepare a copy for you, you must pay our reasonable copying charges.

In property purchases where we also act for a lender, our duties to the lender will normally require that the original file be retained in our possession. We shall not be liable for documents lost or damaged while in the possession of any postal, delivery or courier service.

## STORAGE OF FILES

We archive clients' files for 6 years after the matter completes. If you would like your file, please let us know as soon as the matter is finished. If we retrieve papers or documents from archive in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval, however, we may make a charge to deal with enquiries, based on time spent producing archived papers or documents to you or another at your request. We may also charge for reading, correspondence or other work necessary to comply with the instructions given by you or on your behalf. We will not destroy documents you ask us to deposit in safe custody.

## CUSTODY OF DEEDS, WILLS, AND SIMILAR DOCUMENTS

We are happy to retain deeds, wills and other documents in safe custody for you, however, this involves a cost to us. We make a charge which will be payable on the deeds or documents being retrieved from safe custody, however, if we are instructed on the relevant matter, we will waive the charge.

<i>Item</i>	<i>Amount</i>	<i>Period</i>
Deeds	£60 + VAT each	5 years
Wills	£40 + VAT each	5 years
Other documents assessed individually		

## AML – ANTI-MONEY LAUNDERING

We are often required by law to verify the identity of a client before commencing work and from time to time thereafter. If satisfactory evidence of identity is not provided we will be unable to act for you. We reserve the right to use electronic means of identification of clients. In many cases we also have to ascertain the origins of funds and the background to your instructions to us.

Please note that we will not normally accept instructions to pay money to third parties, because of the requirements of the Anti-Money Laundering laws. Payments in cash over £300 will not normally be accepted.

## AML – THE PROCEEDS OF CRIME ACT 2002 ('POCA')

The Act requires solicitors, accountants and certain other professionals in certain circumstances to report any suspicion of money laundering to the relevant authority, the National Crime Agency (NCA).

'Money-laundering' is defined widely and includes involvement with the proceeds of any criminal conduct, without minimum amount.

A person commits an offence if:

- he or she conceals, disguises, converts, transfers or removes criminal property from the country
- he or she enters into or becomes concerned in an arrangement which he or she suspects or knew would make it easier for another person to acquire, retain, use or control criminal property
- he or she acquires uses or has possession of criminal property.

The term "criminal property" covers any activity whereby a person obtains a benefit from an illegal dealing, for example tax evasion.

If any such information comes to our attention and we are put in a position whereby we could commit one of the offences listed above, we are usually bound to notify NCA. This includes information received in relation to the illegal activities of a third party. The penalties for us in not notifying NCA include a prison sentence of up to 14 years imprisonment and/or a fine.

Once such a notification has been made, we are prevented from continuing to act on your behalf until we obtain the consent of NCA to do so. Normally such consent will be given within 8 working days, but in some circumstances may be extended by a further 31 days.

It is a central element of advising and representing clients that we keep you informed, however, in the context of the Act, we cannot always do so. Please note that we cannot do any act that may amount to tipping off you, or a third party, or that may prejudice any investigation conducted by NCA.

In most cases, a client's right to what is known as legal professional privilege is not overridden by POCA. The ordinary right of confidentiality, however, is. We ask our clients to understand the sometimes difficult position this Act puts us in. For example, we may now have to ask clients for whom we have acted for many years to identify themselves by producing a passport etc. Also some transactions may now be more difficult, or may not proceed at all.

## YOUR MONEY IN OUR CARE

To progress your matter, Curwens may ask for money from you, in order to fully or partly fund a particular transaction. If we do, we will place that money on deposit with a reputable financial institution. Curwens, like all other UK solicitors, do this under the strict rules of the Solicitors Regulation Authority. We make every endeavour to protect your money at all times, but in the event that the financial institution in which we deposit your money should fail, Curwens, along with you, would seek compensation under the Financial Services Compensation Scheme which would provide security for up to £75,000\* of your money on deposit with that institution.

\*This is the limit applying at the time of writing. Only individuals and "small" companies, as defined by the Companies Act 2006, are covered under this scheme. For further information please see [www.fscs.org.uk](http://www.fscs.org.uk)

### BANKING AND CLEARANCE OF CHEQUES

When a cheque is paid into a bank account it normally takes several days to clear. We cannot pay out until we have confirmation of clearance. In conveyancing transactions, funds will have to be received from a recognised UK bank or building society in sufficient time to clear before any dependent transaction can be completed. The same problem can arise where lenders fail to send completion money in time (7 days) for clearance before completion. Law Society rules forbid us to use one client's money for another's benefit. This delay before we can use the money on your behalf frequently causes difficulty and we will usually make a charge if advance or completion funds do not reach us in time to clear before completion. It is vital that there is no delay by our clients or their lenders in providing us with the cleared funds necessary to complete a property or other transaction on the date fixed for completion. Any delay may incur a liability to pay substantial damages under the purchase contract.

### INTEREST ON YOUR MONEY AND COMMISSIONS

In the course of acting on your behalf it may be necessary for us to hold your money or money that will become due to you. It is our policy to account to you for interest on such money when it is fair and reasonable to do so, less £25 which is retained in lieu of basic banking and administration charges. Our full interest policy is available on our website, or upon request.

If we receive commission as a result of introductions made by us, the commission will usually belong to you. We will explain the legal position if it does not and will pay any commissions due promptly on receiving them.

*From 3 July 2015 the FSCS provide £1 million protection for "temporary high balances"; visit [www.fscs.org.uk](http://www.fscs.org.uk) for details.*

## LEGAL NOTICES

### The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

If you conclude the agreement for Curwens to act for you by means of a "distance communication" (in other words, not face to face) or if the contract is made "off-premises" (i.e. in a place that is not our business premises, such as in your home or at an exhibition) then the above regulations will apply and you will have the right to cancel this contract, without giving any reason, within 14 calendar days of entering into the contract.

To exercise your right to cancel, you must inform us, Curwens LLP, of your intention to cancel the contract by sending us clear written notice of cancellation by email, fax or post within the 14 day cancellation period. You may use the model cancellation form on our website at [www.curwens.co.uk](http://www.curwens.co.uk) but it is not obligatory.

Should you instruct us to undertake work before the expiry of the cancellation period, you waive your right to cancel as above. If you subsequently seek to cancel the contract, we will be entitled to reasonable payment at the agreed rates for any work undertaken up to the point of cancellation. If we are required to return any items/documents to you, then we will be entitled to charge you for the costs we have incurred in returning these documents to you.

## INFORMATION

- (i) the supplier is Curwens LLP - more details about us including our registered office, address, telephone, fax and email can be found on page 4 of this leaflet.
- (ii) the contract is for the provision of legal services as discussed between us and/or explained in our initial correspondence.
- (iii) information on our charging arrangements/legal costs is given in this leaflet. Where a fixed price does not apply, we will endeavour to provide you with a costs estimate and regular cost updates as outlined in our client care letter.
- (iv) the contract for services will be ongoing until either the work is concluded by us or until terminated by either party.

### DATA PROTECTION

We abide by the principles of the Data Protection Act 1998. We may use your contact details to inform you of client seminars, matters of legal relevance to you and information in relation to Curwens generally. We will not use this information in such a way if you advise us that you do not wish to receive such material.

### THIRD PARTIES

A person who is not a party to these terms of business has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these terms. This does not affect any right or remedy of a third party which exists otherwise than under the terms of that Act.

## YOUR OBLIGATIONS TO US

To enable us to work effectively for you, we ask you to:

- provide clear and timely instructions to us when requested and tell us if anything changes
- read carefully the letters, emails and documentation we send you
- respond promptly when we ask you for information or documentation
- provide us with the funds we need from you promptly when we ask for them
- give us a reasonable opportunity to act on your instructions.

We shall be entitled to rely on the instructions given to us and to assume that whoever gives us such instructions has actual authority to do so. Where instructions are given on behalf of a company, LLP, Trust or other organisation (including a members' organisation) we are entitled to assume that these terms have been brought to the attention of the directors, members, trustees or other appropriate officers of the organisation.

Where our client is more than one person, organisation or entity, the liability of the persons, organisations or entities is joint and several. Each of them authorises us irrevocably to disclose to any of the others any information whatsoever about the matter on which we are instructed, regardless of whether it would otherwise be confidential under our duty of confidentiality as solicitors. If any joint client terminates this authority during a matter, we have the right to suspend or terminate the provision of legal services in relation to that matter to one or more of the joint clients or to cease acting at all.

### FINANCIAL SERVICES AND INSURANCE

This firm is not authorised by the Financial Conduct Authority, however, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Law Society. The register can be accessed via the Financial Conduct Authority website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register)

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

Your transaction may involve investments. We are not authorised by the Financial Conduct Authority and so may refer you to someone who is authorised to provide any necessary advice. We can, however, provide certain limited services in relation to investments, providing they are closely linked with the legal services we are providing to you, as we are regulated by the Law Society.

This firm is not authorised under the Financial Services and Markets Act 2000 but we are able in certain circumstances to offer a limited range of investment services to clients because we are members of the Law Society. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.

#### FILE AUDITING AND EXTERNAL ASSESSMENT

As part of our commitment to quality, files may be reviewed by external assessors. The auditing process will help us to improve our client service and we are grateful to all clients who permit it, however, if you wish, we can mark your file as 'Not To Be Audited' at your request and no outside assessor will see the file. If this is what you would like, please write or email to:

Lisa Dearman, HR Manager  
Curwens LLP, Crossfield House  
Gladbeck Way, Enfield, EN2 7HT [lisa.dearman@curwens.co.uk](mailto:lisa.dearman@curwens.co.uk)

We will assume that you consent to your file being seen by an outside assessor unless we hear from you to the contrary.

#### COMPLAINTS

If you are unhappy about any aspect of the service you have received, or about your bill, please begin by raising the matter with the lawyer acting for you. If he or she is unable to resolve it, please contact our Complaints Partner, Alan Carter, who is based in our Enfield office. If you are not satisfied with our handling of your complaint you can take the matter up with the Legal Ombudsman which provides a complaints and redress scheme. The address is PO Box 6806, Wolverhampton WV1 9WJ. Tel - 0300 555 0333, website - [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk) e-mail - [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk). Normally, you will need to bring a complaint to the Legal Ombudsman within 6 months of receiving a final written response from us about your complaint. The Legal Ombudsman can investigate complaints up to 6 years from the date of the problem happening or within 3 years of when you found out about the problem. You may also have a right to apply to the court for an assessment of a bill under Part III of the Solicitors Act 1974. The Legal Ombudsman will not consider a complaint where the court has been asked to assess the bill. Please note that if all or part of a bill remains unpaid we may be able to charge interest.

#### OUR INSURERS

International Insurance Company of Hannover Ltd  
60 Fenchurch Street  
London EC3M 4AD  
Policy nos: 60910561 & 60510562

Territorial Coverage: The insurance covers our practice carried on from our offices located in England and Wales and extends to acts or omissions wherever in the world they occur.

#### TERMINATION OF INSTRUCTIONS

We expect to continue to act in any matter on which we have accepted instructions from you until the matter is completed. We shall not stop acting for you except for good reason and upon giving you reasonable notice (except where this is impractical, for example because of an impending court hearing, when short / oral notice may have to be given). Good reasons include actions which may result in our being in breach of the law or in breach of the principles

of good professional practice, our inability to obtain clear instructions from you, where there is a breakdown in confidence between you and us, where we consider there to be a conflict of interest or your failure to pay one of our invoices or to make a payment which we have requested on account of fees or expenses. We may also stop acting for you where we are unable to agree a revised fee arrangement with you where the circumstances and/or your requirements change and additional unforeseen work becomes necessary.

If we do stop acting for you, for whatever reason, you will be liable for all fees and disbursements incurred up to the date of termination of the instructions plus any fees and expenses for work necessary in connection with the transfer of your matter to another adviser of your choice and/or removing ourselves from the Court record, as applicable.

If we accept instructions to act for you under a legal expenses insurance policy and the insurer ceases funding, our retainer to act for you will also end. If you want us to continue to represent you, we must both agree and you must enter into a new retainer with us, which will be on our normal terms as to payment. You may terminate your instructions to us at any time for any reason by giving us written notice.

#### GOVERNING LAW

Our engagement and its performance will be governed by and interpreted in accordance with the laws of England and Wales and we and you submit to the exclusive jurisdiction of the English Courts. Each provision of these terms of business and our letter of engagement is severable and distinct from every other provision.

#### OUR RANGE OF LEGAL SERVICES

We offer a wide range of services to businesses and private individuals. We would be very pleased to discuss with you how we can help in various areas of your professional and personal life or that of your company. Please ask us for more details and also see [www.curwens.co.uk](http://www.curwens.co.uk)

Unless superseded, these terms of business apply to any future instructions you give us. Your continuing instructions in this matter will amount to your acceptance of these terms and conditions of business.

**This is an important document: please keep it safe.**

**CURWENS LLP** (REG. NO: OC349863)

#### ENFIELD (Registered Office)

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Enfield  
Middlesex EN2 7HT  
Tel: 020 8363 4444  
Fax: 020 8367 1301

#### HODDESDON

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19 High Street  
Hoddesdon  
Herts EN11 8SX  
Tel: 01992 463727  
Fax: 01992 708874

#### ROYSTON

17 High Street  
Royston  
Herts  
SG8 9AA  
Tel: 01763 241261  
Fax: 01763 241850

#### General Enquiries:

Tel: 020 8363 4444  
Fax: 020 8367 1301

[enquiries@curwens.co.uk](mailto:enquiries@curwens.co.uk)

[www.curwens.co.uk](http://www.curwens.co.uk)

Curwens LLP is a limited liability partnership registered in England and Wales with number OC349863 and regulated by the Solicitors Regulation Authority, known as "Curwens".

Registered office: Crossfield House, Gladbeck Way, Enfield, Middlesex EN2 7HT.

Member Partners: Peter Poole, John Riddett, Ian Anderson, Alan Carter, and Norma Morris.

Non Member Partners: Jeffrey Dunne, Clare Pilsforth, Costas Paschalis, Amanda Thurston,

James Blakemore and Anne Stennett.

"Partner" means a member of Curwens LLP or a senior employee of equivalent standing and qualifications.

We do not accept service of documents by e-mail.

**This leaflet is also available  
in large print.**