

GILL

STEEL

LAW PRACTICE

Regulated by the Solicitors Regulation Authority

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Sole principal: Gill Steel, solicitor

**CLIENT CARE GUIDE &
TERMS & CONDITIONS OF BUSINESS – LAW FIRMS**

This is the basis upon which I will carry out work on your behalf. Please read it carefully.

1. COMMUNICATIONS

My office is at Rose Cottage, Woodman Lane, Sparsholt, Winchester, SO21 2NS and is normally open between 9.30am and 5.30pm Monday to Friday. I can be contacted there on **01962 776442** and by fax on **01962 776525**. Sue Hoath is my personal assistant and manages the office and my diary. There is a messaging service to cover when Sue and I are both absent or otherwise engaged. In case of urgent need, when leaving a message is insufficient, I can sometimes be contacted on my mobile telephone on **07850 741262**. There will be times when I am unavailable because I am lecturing. One of us will always aim to respond to your calls within 48 hours. I can also be contacted by e-mail at **Gill.Steel@lawskills.co.uk**.

2. RESPONSIBILITY FOR WORK

I am solely responsible for the conduct of your work even though I may engage the services of others to assist me. I have made arrangements with another local firm to cover periods of absence in case of illness or leave.

If any difficulties arise, please do not suffer in silence but discuss your concerns with me so that we can reach an amicable resolution.

3. CLIENT CARE POLICY

- 3.1 Your firm is my client. I am acting as your agent in providing help and assistance to you even if this is sometimes on a matter specific to a client of your firm.
- 3.2 All my clients are important to me. I aim to provide the best possible service. To this end it is helpful if you supply all the relevant information and documents needed for me to help you. At the beginning of each transaction I will indicate what expenditure you are likely to incur as soon as I have sufficient information from you. I will also endeavour to give you an estimate of the length of time it will take me to respond to your queries. Where possible it would be helpful to receive from you any deadline dates you are working to so I may assess whether it is possible to help you given my then current workload.
- 3.3 As the matter progresses I will keep it under review and keep you posted. We can agree at the outset the most convenient way this might be done. A review might result in pointing out the need to reassess the case, or making you aware of the costs incurred so far and what may be generally necessary to conclude matters.

4. CHARGING POLICY

- 4.1 For dealing with short telephone calls and e-mail messages my minimum fee is £125. Where it is necessary to review documentation supplied in order to provide a quotation and subsequent advice my minimum fee is £125, to cover the reading of the material and will be taken into account in the overall bill unless the quotation is not accepted in which case the minimum fee of £125 will be payable.
- 4.2 Sometimes, because of the complexity of the matter or lack of information that can be ascertained at the outset it is not possible to give you a fixed quotation. In the absence of any other written agreement indicating otherwise my fees are calculated by reference to the time spent upon your matter, your need for expedition and the value to your firm of producing advice which you will use generally.
- 4.3 The current rates, exclusive of VAT, for legal and tax work undertaken by Gill Steel are £195 per hour. This rate will be reviewed on 1 January 2011. In addition, any travelling will be charged at 45p per mile and copying and faxes at 6p per sheet.
- 4.4 For all work the time taken upon it will be recorded in units of six minutes.
- 4.5 If any unforeseen extra work becomes necessary, for example, as a result of information provided, or due to unexpected difficulties or if your requirements or circumstances change significantly during the matter I will inform you of

the extra work involved and of the estimated cost of it before incurring those costs. I will agree an amended charge with you. If we cannot for some reason, reach agreement, I will do no further work and charge you on an hourly basis for the work done to date, as previously agreed.

- 4.6 The rates set out above will be reviewed annually and any changes will be notified.
- 4.7 In cases where fees will be due to others eg government offices, then these will be notified to you as soon as possible and will be paid by you on demand. I will not be responsible for their payment.
- 4.8 I shall render my invoice to your firm and the bill is payable by your firm. The payment terms are strictly within 30 days following the issue of an invoice whether or not the matter has been concluded.
- 4.9 Interest will be charged at the rate of 4% above the HSBC Bank plc's base lending rate from time to time on overdue invoices from the date of issue of an invoice to the date of payment.

5. DISCLOSURE

5.1 Third Parties

In order to run my business effectively I may, as necessary, require the assistance of third parties to provide, for example, administrative, secretarial or research support. All third parties, whether employed or not have signed confidentiality agreements and their work is supervised by myself at all times. By signing these terms you are agreeing that all third parties who work for my business may have sight of any paperwork you may submit to me in the process of me assisting you.

5.2 Vetting of files and confidentiality

External firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files.

5.3 Your client(s)

By signing these terms you confirm that you have the authority from your client(s) to seek my advice in their particular matter and that they agree to you sharing client documents with my business in order to provide you with my advice.

6. CLIENT'S MONEY

I choose NOT to hold clients' monies within the terms of the Solicitors Accounts Rules 1998 so please do not expect me to do so.

7. RELATIONSHIP WITH YOU

- 7.1 I am a member of the Association of Taxation Technicians. I will observe the Professional Rules and Practice Guidelines of my professional Association. I am bound by the ethical guidance of my professional Association in relation to tax work and accept instructions to act for you on the basis that I will act in accordance therewith. In particular you give me authority to correct Her Majesty's Revenue and Customs (HMRC) errors.
- 7.2 To enable me to carry out the work you agree:
- (a) To make full disclosure to me of all sources of income, charges, allowances and capital transactions and to provide full information necessary for dealing with your query : I will rely on the information and documents being true, correct and complete and will not audit the information or those documents;
 - (b) To respond quickly and fully to my requests for information and to other communications from me;
 - (c) To provide me with information in sufficient time particularly in the event I complete tax returns for you or produce any estate or trust accounts for you. Any such return has to be submitted by the due date of 31 January following the tax year to which it relates, at the latest and
 - (d) To forward to me on receipt copies of all HMRC statements of account, notices of assessment, letters and other communications received from HMRC to enable me to deal with them as may be necessary within the statutory time limits.
- 7.3 I will provide my professional services with reasonable care and skill. However, I will not be responsible for any losses, penalties, surcharges, interest or additional tax liabilities arising from the supply by you or others of incorrect or incomplete information, or your failure to act on my advice or respond promptly to communications from the tax authorities or me.

8. FINANCIAL SERVICES

I am **not** authorised under the Financial Services and Markets Act 2000 but I am able, in certain circumstances, to offer a limited range of investment services to the client because I am regulated by the Solicitors Regulation Authority. I can provide these investment services if they are an incidental part of the professional services I have been engaged to provide.

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000. Responsibility for regulation and complaints handling has been separated from the Law Society's representative functions.

9. COMPLAINTS

The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Complaints Service is the independent complaints handling body of the Law Society. Should you have need to complain about my services to you they can be contacted as follows:

Web: www.legalcomplaints.org.uk
Email: enquiries@legalcomplaints.org.uk
Helpline: 0845 608 6565
Post: Legal Complaints Service
Victoria Court
8 Dormer Place
Leamington Spa
CV32 5AE

10. PROFESSIONAL INDEMNITY

I am covered by Professional Indemnity Insurance with a total level of cover of two million pounds per claim and that is the limit of my liability to you on any particular transaction.

My Professional Indemnity Insurers are:

Zurich Professional & Financial Lines
London Underwriting Centre
3 Minster Court
Mincing Lane
London
EC3R 7DD
www.zurich.co.uk/professional

Administered by: Prime Professions – Tel: 0207 173 2100

Insured jurisdictions: England & Wales

11. WILLS AND CODICILS

In the drafting and preparation of Wills no contractual rights are being conferred on the Beneficiaries or intended Beneficiaries within the terms of the Contract (Rights of Third Parties) Act 1999. This in no way affects any duty of care owed towards those persons by me under the law of negligence.

12. STORAGE OF PAPERS AND DEEDS

12.1 After completing your work, I am entitled to keep all your papers and documents while money is owing to me. I will keep my file of papers (except any of your papers which you ask to be returned to you) for no more than 20 years and on the understanding that I have your authority to destroy the file 20 years after sending you my final bill

12.2 I do not normally charge for retrieving stored papers or deeds in response to

continuing new instructions to act for you. However, I reserve the right to make a charge based on the time I spend on reading papers, writing letters or other work necessary to comply with the instructions.

13. DATA PROTECTION ACT 1998

I am registered under the Data Protection Act 1998 and authorised to collect and store personal data. This guidance is my notification to you that:

- 13.1 Personal data relating to you, your firm any matter on which you instruct me and where relevant your clients is being collected and held electronically and in paper records and files. By the signing of these terms your firm confirms that your clients has consented to the disclosure of confidential information to my practice in so far as it relates to the matter upon which your firm has instructed me.
- 13.2 The only use that will be made of that personal data is in fulfilling my professional retainer for you and for marketing purposes (unless you indicate to the contrary that you do not wish to receive any marketing information or literature from me).
- 13.3 I take reasonable measures to secure access, storage and transmission of any data collected and stored by me.
- 13.4 I will process data collected in a way that is accurate, fair and lawful.
- 13.5 If you do not wish your personal data to be stored in a database or retrieval system then you must notify me immediately. If I am unable to carry out my professional retainer as a result I will advise you of this and we may have to agree to terminate my professional retainer.

14. EQUALITY & DIVERSITY

- 14.1 My business observes Rule 6 of the Solicitors' Code of Conduct 2007 regarding equality and diversity which applies to all clients, employees and contractors whom I may select or be in contact with in relation to the operation of my business.
- 14.2 I operate my business from home and my offices are on the first floor. If there is a need to consult with me in person and you are unable to use stairs then please make me aware of this and I will make the necessary arrangements to visit you at home or at a location convenient to you which will facilitate a meeting with minimum disruption to your personal needs.

15. USE OF E-MAIL

- 15.1 The Internet is an insecure medium. Messages may pass through the hands of unregulated service providers; the networks used by the Internet are vulnerable to hacking; and governments can undertake interception on a substantial scale. However, the use of this medium greatly enhances speedy communication and is a particularly useful way of sending documents between us and between professional advisers and the authorities. I do not as a matter of course use encrypted e-mail that does give rise to the risks mentioned above. Your acceptance of these terms of business specifically operates as consent to include confidential information in non-encrypted e-mail. If you do not wish me to do this you must indicate this instruction in writing.
- 15.2 If I provide my services via e-mail to you then it is agreed that the applicable law will be the law of England and Wales and the professional rules affecting my practice will be those applicable in England and Wales irrespective of where in the world you or I reside or are located at the time of the transmissions.

16. MONEY LAUNDERING

- 16.1 I am advised by the Law Society that under the current Money Laundering Regulations, Proceeds of Crime Act 2002 and any other related statutory or regulatory obligations I am obliged to regard your clients as my clients and to ask you to act as my agent for the purpose of obtaining and verifying identification evidence of your clients. This means I will need certified copies of your clients' identification evidence. When asked for such evidence please co-operate promptly as I am unable to provide advice without this evidence on file. In the event that you fail to identify to me the name and address of your client or fail to supply the supporting certified copy identification documents then I must reserve the right to terminate this contract.
- 16.2 By agreeing to these terms and conditions you will be accepting that I have a duty to report suspected money laundering transactions to the authorities and this is a permitted breach of the rules of client confidentiality.
- 16.3 Liability is expressly excluded for the consequences of compliance by this practice with any Money Laundering Regulations, Terrorism Act 2000, Proceeds of Crime Act 2002 and any other statutory or regulatory obligations associated with them.

17. APPLICABLE LAW

Any dispute or legal issue arising from our terms of business will be determined by the law of England and Wales and considered exclusively by the English and Welsh courts.

18. TERMINATION

- 18.1 You may terminate your instructions to me in writing at any time. For example, you may decide you cannot give me clear or proper instructions on how to proceed, or you may lose confidence in my work. I am entitled to keep all your papers and documents while money is owing to me.
- 18.2 I will decide to stop acting for you only with good reason and on giving you reasonable notice.
- 18.3 If you or I decide that I am to stop acting for you, you will pay my charges and any expenses notified to you.

19. CONCLUSION

Your continuing instructions will amount to your acceptance of these terms of business. This is an important document and I would urge you to keep it in a safe place for future reference.

I am confident I will give you a high quality service in all respects. I hope that by providing this information at the outset I have addressed your immediate queries about the day to day handling of your work and my terms of business. However, if you have any queries, please do not hesitate to contact me.

I/We have read and accept these terms and conditions of business as set out above.

I/We would like to be included in the Gill Steel Law Practice/LawSkills Ltd emailing list for future information regarding my business activities:

Please tick as appropriate **Yes, please** **No, thank you**

If yes please insert email address: _____

Signed.....Date.....

Print Name.....

Name of Law Firm