

Mendelsons Solicitors Terms of Business

1. Introduction

This page sets out our Terms and Conditions of Business. Please read this entire document carefully, together with the client care letter you will be sent upon instruction. Please keep these safe for future reference as together they set out the terms under which we shall be acting for you and they also form the basis of our retainer with you. It covers the various ways in which our fees are calculated. It also covers other important financial related information and conditions. Our aim is to ensure that our services provided to you are of a high quality and that our fees are fair and reasonable. These Terms also contain details of your right to challenge our fees and what steps you should take if you have a complaint.

The use of the singular in these Terms and Conditions may include the plural and vice versa. In the context of these Terms and Conditions of Business (the 'Terms', 'Terms of Business' or 'document'), the terms 'we' or 'us' or 'our' or 'the/this firm' refer to Mendelsons Solicitors ("Mendelsons").

The term 'client care letter' includes the covering letter sent to you once you have instructed us plus these Terms and any enclosures attached. The term 'your Fee Earner' refers to the person with the day-to-day conduct of your matter unless otherwise advised. The term 'costs' refers to the firm's charges plus VAT. The term 'disbursements' refers to any expenses that are subject to VAT which the firm incurs on your behalf, including any third-party fees. The term 'expenses' refers to any non-VAT chargeable expenses the firm incurs on your behalf. We reserve the right to make amendments to these Terms of and Conditions of Business. We shall let you know of any changes should they affect your current matter. Copies of the firm's amended Terms and Conditions of Business will be available upon request, but we refer you in the first instance to the copy available on our website.

2. Business Hours

Our offices are open between 9.00am and 5.30pm Monday to Friday excluding Bank Holidays. The offices will also close at 3.00pm on Friday between November and February. To work most efficiently, in the absence of our request to the contrary we would appreciate you communicating with us via email and sending documents via email attachments.

3. Service Standards

We will endeavour to update you with the progress of your matter and will explain to you the legal work required as your matter progresses. At the outset we will confirm to you in writing your instructions and our advice about what steps should be taken and explain to you the issues involved.

Where applicable and reasonably practicable, we shall update you on the likely costs of your matter as it progresses even when acting for you on a No Win No Fee basis, which shall include updates on the likely timescales involved for your matter and any important changes to those estimates. We aim to communicate with you in plain language.

Within reason, our aim is for calls and emails to be dealt with within 24 hours. We hope you understand that this enables us to manage our caseloads in the most efficient way. Occasionally however, due to work commitments, it may not always be possible to return to you within the desired timescale. In such circumstances, we need to know that you are trying to contact us and request that you email and leave a telephone message for your Fee Earner confirming your name and telephone number.

It is important to understand that we will usually only contact you where it is necessary for us to do so, for example to update you on your matter. We shall therefore not normally contact you where there is nothing to report. In turn, we require you throughout your matter to provide us with clear, timely and accurate instructions, together with all required documentation to complete your matter in a timely manner. We shall also require you to safeguard any documents that are likely to be required for disclosing and to keep us updated with any key information that may be required by us, for example your home address and/or telephone contact numbers.

Please note that it will not usually be possible to have a personal attendance with your Fee Earner without an appointment.

4. Acceptance of Terms and Conditions of Business

You do not need to use a firm of solicitors to make a claim against your financial provider/Insurer, you can do this yourself for free and if not successful, you can refer it to the Financial Ombudsman Service or Financial Services Compensation Scheme if it falls under their remit. Your continuing instructions constitute acceptance of these Terms and Conditions of Business.

5. Identification, Prevention of Money Laundering and Terrorist Financing

We are required by law to obtain satisfactory evidence of the identity of our clients and sometimes people related to them and/or any third parties involved in your matter. This is because solicitors who deal with money and property on behalf of their clients can be used by criminals wanting to launder money. To comply with the law, we carry out an Anti-Money-Laundering search on all our clients.

We have a professional and legal duty to keep your affairs confidential. However, should an occasion arise where any of the firm's Fee Earners suspects that a transaction during your matter may involve money laundering or terrorist financing, it will be reported to our Money Laundering Reporting Officer (MLRO), Steven Mendelson, which may result in a disclosure to the Serious Organised Crime Agency (SOCA) and we may be unable to inform you of the disclosure. We may have to suspend work on your matter for a time and/or even terminate the retainer and we may not be able to notify you as to the reason why.

6. Responsibility for Work

You will be informed of the identity of the person with overall responsibility for your matter in the attached client care letter. You will also be advised of the name and status of the person responsible for the day-to-day conduct of your matter. That

person may change from time to time, although we shall endeavour to keep changes to a minimum and will inform you of any changes at the earliest known opportunity.

7. Who can provide us with Instructions?

Generally, we may only accept instructions from our clients.

The Consumer Protection (Distance Selling) Regulations 2000 apply where we do not meet with you. This means that you have the right to cancel your instructions to us within 7 working days from the date of receiving these Terms of Business.

8. Data Protection Act 2018 and Confidentiality

Generally, all information supplied to us by you shall be treated as confidential at all times, unless we are required to disclose and/or discuss your information upon your instructions (implicit or actual), by an Order of the Court, under current legislation, updated legal and/or regulatory compliance or by way of any other statutory exceptions. Your personal information is stored by us in accordance with the Data Protection Act 2018 (DPA 2018).

We use the information you provide primarily for the provision of legal services to you and other related purposes, including analysis to help us manage our practice and for updating and enhancing client records. Our use of such information is subject to your instructions, the DPA 2018 and our duty of confidentiality. You have a right of access under data protection legislation to the information we hold about you.

It may be necessary for the successful and efficient conclusion of your matter for us to occasionally disclose your personal information that you have provided us to third parties. Our firm may be subject to audit or quality checks from time to time by outside organisations and your information may also be passed to Authorities in the event of any disclosures. We encourage communications by way of email and therefore shall correspond with you by such means.

9. Third Party Referrals

If you have been introduced to us by another company, the introduction is regulated by the SRA's Code of Conduct 2011 (full details can be found on the SRA website www.sra.org.uk). If you have been referred to us, you are free to instruct a solicitor of your choice before we start doing work on your behalf. Any advice that we give you is independent of the company who referred you and you are free to raise questions about any aspect of the service that we provide. We confirm that we are operating independently of your referrer and will, act entirely in your best interests. By signing our agreement, you consent to any information provided to us in relation to the claim from yourself or a third party being passed to the referrer. We are required to provide you with certain information in order to ensure you are aware of the arrangement between us and whether we have agreed to pay a fee to that company for your details. This may have been a lead generation company and we will have paid them a fee. The fees vary between providers and sometimes they are a sum (for example £50) and sometimes a percentage of our fees (for example 20% of Mendelsons Solicitors' fees). You are not responsible for this payment. Under our Professional Code of Conduct they agree to disclose this figure to you, as we do, upon request. If for some reason you have not received this information following a request, please could you let us know. The amount we pay is not an extra payment, it is included in the fee we have quoted to you on the Contingency Fee Agreement. Specific details of the arrangement on your case relating to this payment will be provided to you upon request to us or the Company.

Where your claim has been introduced to us by an introducer/referrer, by signing this agreement, you agree that we have your authority to disclose to them details of the progression and outcome of your claim. It may be necessary for them to contact you to help the claim progress to settlement and/or conclude the work on your file following settlement.

If you were cold called by the referrer it is important that you inform us immediately. We may not be able to continue representing you but will discuss this with you.

10. FSCS and FOS Claims

The work that we will carry out on your behalf may include the submission of a claim/s to the Financial Ombudsman Service ("FOS") and/or the Financial Services Compensation Scheme ("FSCS").

11. Changes in the Law and Critical Dates

We will charge you on a time basis for any research, which may be necessary to obtain the legal position of your matter.

12. Responsibility for Costs, Disbursements and Expenses

As we are acting for you on a Non-Contentious Business Agreement if you win your case it shall be your responsibility to settle all the legal costs, disbursements and expenses that we incur throughout your matter. Where compensation is paid directly to you by the compensator, you agree to pay our fee in full within 7 days of you receiving our invoice.

13. Third-Party Payments

If we receive payments from any third party on your behalf, the person dealing with your matter will need to follow certain procedures this firm has in place to ensure that we comply with anti-money laundering regulations.

14. Interest on Client Monies

We hold monies belonging to or relating to our clients' matters in a separate client account. The term 'monies' in this sense refers to all monies, which may be accountable to interest in accordance with the Solicitors' Accounts Rules 2011 and shall include monies received in respect of deposits in conveyancing matters. Subject to certain minimum amounts and periods of time set out in the Solicitors' Accounts Rules, monies held by us on your behalf may earn interest. We shall account to you any interest when it is fair and reasonable to do so, however, please note that we may levy a charge for the administrative costs of calculating the interest, which can often be a complicated procedure and the cost of such may often exceed any interest sum due. The retention of interest by this firm will usually be treated as a full discharge of the safekeeping of holding such monies. In any circumstance where interest is payable to you, it shall be calculated from the date the (cleared) monies were received to our client account until the date the monies were/are released.

15. Estimates

It is often very difficult to predict the costs, disbursements and expenses involved to the conclusion of a matter. However, for matters where we have not already agreed with you a fixed price, where it is appropriate and practicably reasonable, we will provide you with an initial estimate. Given the difficulty in calculating the estimate, it is often the case that such estimate relates to completion of work up until a certain stage of the matter.

Further estimates will be provided as the matter progresses and when your Fee Earner has more of an idea as to the likely costs, disbursements and expenses to be incurred. Please note, such estimates shall be exclusive of any applicable VAT and there may be occasions, where, due to factors beyond our control, such estimates may have to be revised. If any factors affect your estimate, for example if the matter becomes more involved than initially set out, then your Fee Earner will endeavour to write to you with an updated estimate.

It is important to understand that an estimate is exactly that and can be very hard to predict. The actual costs incurred will always replace any estimate provided, unless otherwise advised.

16. Calculation of Fees, Charges and Expenses, Annual Hourly Charging Rates and Time Records

Our fees are generally calculated principally on basis of the damages awarded in a matter. Sometimes our fees will be charged in accordance with the hourly rate(s) of the Fee Earner(s) working on your matter. We charge time in six-minute units in those cases.

Minutes are rounded up to the subsequent unit; by way of example to help you understand, time spent up to six minutes amounts to one unit. The fees calculated include attending you and others, time spent on the telephone (including telephone calls made and received), preparing and reading or considering documents (including letters in from an opponent and/or third parties), travelling and waiting time, correspondence, research, preparatory work, retrieval of papers and obtaining information from a stored file, preparation of invoices, statements and other accounting work, typing, word processing and other secretarial/clerical work and generally supervising, perusing, reviewing and administering your file. We shall notify you of any other fees calculated that are not mentioned in these Terms as and when appropriate to your matter. It is often the case that there are disbursements and expenses that the firm is required to incur on your behalf, which shall be payable by you in addition to our costs in advance of incurring such expenditure.

Certain disbursements and expenses may be charged for separately; by way of example, where necessary court fees. Such charges will not exceed a reasonable amount to reflect our own costs in this regard. We shall notify you in advance of any increase in rate. If at any time any other Fee Earner is required to undertake work on your matter, you will be advised of their hourly rate. All time spent working on your matter is recorded. Copies of our records are available on request.

17. Payments on Account

Often at the outset of a matter, we are required to incur expenditure on your behalf such as Barristers fees and other disbursements and expenses and we reserve the right to ask for payment on account of these.

18. Value Added Tax (VAT)

Please note that VAT is chargeable on disbursements, such as photocopying, postage and telephone and travel expenses. Third-party fees, such as barristers' fees are also subject to VAT, although the figure we require from you may include the applicable VAT. This is a requirement under the Solicitors Accounts Rules and the VAT treatment of solicitors' overheads by HM Revenue & Customs. We will not charge VAT for expenses such as Court or Land Registry fees. If you have any queries in this regard (including your residency in the UK) please raise this with the Fee Earner with conduct of your matter as soon as possible.

19. Financial Information

Upon conclusion we will render you a detailed invoice providing a full breakdown of all monies received and how those monies have been expended. We shall remit monies to you via a client account cheque or via an online payment direct to your nominated bank account.

20. Your Right to Challenge Our Fees

If at any time you are unhappy with the level of our fees, you should in the first instance contact the person responsible for the day-to-day conduct of your matter. Please refer to paragraph 27 for further guidance in respect of any complaint you may want to bring against the firm. You may also be entitled to challenge any outstanding sum on an invoice by applying to the court for an assessment of the bill(s) under Part III, Sections 70, 71 and 72 of the Solicitors Act 1974 provided the application is made within one month from the date of delivery of the bill(s).

21. Instructing Third Parties and their Charges

Where we consider it appropriate to obtain specialist advice and/or services from third parties such as barristers, expert witnesses, process servers, bailiffs, costs draftsman etc. we will let you know and seek your instructions. Your agreement to these Terms of Business shall be treated as sufficient authority for us to incur such expenditure and we also reserve the right to terminate the retainer should you unreasonably refuse to authorise us to incur such fees. Unless otherwise advised, all third-party charges shall be settled through the firm. Please note, although we shall endeavour to instruct well-established third parties, we cannot be held responsible for the quality of their work or advice or the level of their charges.

22. File Retention and Retrieval

After completing the work, we will be entitled to retain all papers and documents relating to your matter while there is money owed to us, which shall include any outstanding disbursements or expenses and any monies owed on any other file of yours. Generally, we shall store your file of papers for a maximum of six years from the date of the final invoice, depending on the matter description, except those papers that you ask to be returned to you. You are entitled to any of your papers upon request.

Unless we hear to the contrary, we keep files on the understanding that we are authorised to destroy them after this time. We will not destroy documents you ask us to deposit in safe custody and shall store certain files indefinitely.

Should you require us within the six years to retrieve a file from storage or send any of your papers to you or any third party, we may levy a charge for the service. This is done to reflect the time spent in retrieving the file and to cover any postage and/or photocopying costs that we incur. We may also levy a charge where your instructions in relation to the retrieved file of papers involve perusing, corresponding or any other such work. We shall not usually make a charge for retrieving files that relate to a continuous or new matter.

Should you require us to send your file of papers to you in the post, we shall require such postage costs to be paid on account in advance of releasing the papers. Where papers are sent by post or email, we shall also require costs involved in time spent on retrieving and preparing your file to be paid in advance at a rate of £150 per hour. We shall not release any file of papers to any third party unless we have your written consent to do so. The party collecting the file on your behalf will need to supply us with photo identification and a copy of the same will be retained for our records. We require a signed 'form of authority to release a file to another firm of solicitors.

23. Suspension of Work and Termination of the Retainer

You may end your instructions to us in writing at any time. We may decide to stop acting for you but only when we have good reason to do so and where we have provided you with reasonable notice. In the event of either party suspending or terminating instructions or work on your matter, we reserve the right to retain your file of papers, together with any other documents or property we may be holding on your behalf as a lien pending settlement of any outstanding costs, disbursements or expenses.

If you notify us that you no longer wish us to act on your behalf, there may be further work that we are required to carry out on your matter even though you have requested us to cease acting for you. In such circumstances, the time spent on the matter shall be kept to a minimum and you shall personally be liable for the costs we incur. Please note, where we have stopped acting for you, you shall personally be liable for any outstanding costs, disbursements or expenses owed up until the date thereof and any work in progress costs shall be billed.

24. Acceptance of Instructions to Act

We can decide to accept instructions from a client. If we receive a referral / nomination from an introducer, this does not mean that we have to accept the instruction to act for the client(s) referred. If we refuse instructions, we do not have to give a reason, but we will never refuse instructions for any improper or unlawfully discriminatory reason.

25. Limitation of Liability

We have professional indemnity insurance giving cover for claims against the firm. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy is contained within the Client Care letter. Our liability to you for a breach of your instructions shall be limited to £2,000,000.00 (two million pounds sterling), unless we notify you at any other time otherwise. We shall not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profits or opportunities. We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence. Should you have any questions in this regard, please contact the practice's Steven Mendelson on 0161 832 1310 or email him at sjm@mendelsons.co.uk

26. Regulated Services

Mendelsons Solicitors is authorised and regulated by the Solicitors Regulation Authority ("SRA") under SRA Number 598662. The SRA rules can be accessed by visiting the SRA rules [website](#).

27. Complaints Procedure

Whilst we endeavour to ensure that you will be pleased with our service, in the unlikely event that you do have any cause for complaint, this should be made as soon as possible and no later than 6 months after completion of the matter and in the first instance should be raised with the Fee Earner responsible for the daily conduct of your matter. We have a procedure in place which details how we handle complaints which is available on request from your Fee Earner. Your Fee Earner will attempt to settle any dispute that you may have. However, if for whatever reason you remain dissatisfied following his/her input, you should direct your concerns to our Complaints Handler, Mr. Steven Mendelson, who will investigate the matter in full. If, after having exhausted our complaints procedure, you still remain dissatisfied with the outcome you should direct your concerns to the Legal Ombudsman, contactable at PO Box 6806, Wolverhampton WV1 9WJ or by telephone on 0300 553 0333 or by email at enquiries@legalombudsman.org.uk.

Normally you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within 6 years of the act or omission about which you are complaining occurring (if outside of this period, within 3 years of when you should reasonably have been aware of it). We have eight weeks to consider your complaint. If we have not resolved it within this time you may complain to the Legal Ombudsman. Please note, some clients may not have the right to complain to the Legal Ombudsman but this will be explained to you if applicable to your matter.

28. Waiver

Any failure to enforce at any time one or more of these Terms of Business shall not be a waiver of them or the right at any time subsequently to enforce all applicable Terms of Business.

29. Status Disclosure

We are not authorised by the Financial Conduct Authority (FCA), formerly known as the Financial Services Authority (FSA). However, we are included on the Register maintained by the Financial Services Authority so that we can carry out 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 Solicitors Regulation Authority (SRA). The Register can be accessed via the FCA [website](#). We are not authorised under the Financial Services & 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.

30. Explanation of Terms

If you are unclear as to the nature and/or extent of either our or your obligations under the Terms and Conditions of Business, or you require further information, please contact the person responsible for your matter before returning the agreement.

31. Risk

By instructing us, you accept that there is a risk that there may be occasions, where, due to matters outside yours and/or our reasonable control, your matter may not complete or in litigious matters, you may not be successful in resolving your dispute. In such circumstances, the firm cannot be held responsible for any loss that may be suffered as a result thereof.

32. Jurisdiction and Law

The law of England and Wales applies to the Terms and Conditions of Business. The English and Welsh Courts shall have exclusive jurisdiction of any matters of dispute that may arise in respect of the Terms of Business.

33. Conflicts of Interests

Solicitors must endeavour to avoid situations of conflict and ensure that a client's interests are not compromised. We will advise you if we become aware that an issue of conflict exists. If you should be concerned about such an issue, then please immediately refer your concern to your Fee Earner. We assure you that we will always act independently and in your best interests as our client. Money Laundering Regulations can also give rise to matters of conflict and lead to us being unable to continue acting in some exceptional circumstances.

34. Equality and Diversity

This firm is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. We have a written Equality and Diversity Policy, a copy of which is available upon request.