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## **GENERAL TERMS AND CONDITIONS OF BUSINESS**

### **1. Introduction**

**1.1.** These Terms of Business (as amended from time to time) will apply to all future instructions you give to us and we may take your continuing instructions in any matter as your acceptance of them.

**1.2.** In these terms and conditions (“Terms”), the expressions “we”, “our” or “us” mean the firm of, and references to “individuals” are to employees and consultants of R.Spicio & Co Solicitors.

**1.3.** These Terms of Business, together with any engagement letter and Schedule(s) thereto which we may send to you in connection with any particular matter, set out the terms on which we agree to act for you. These terms are collectively referred to as the “Retainer”. The Retainer sets out the terms on which we will act for you.

**1.4.** We provide our services under the Retainer for the benefit of the person(s), company or other association or organisation who is recorded as our client, and not for the benefit of any other person. No third party has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of the Retainer.

### **2. Responsibility for your work**

**2.1.** Any engagement letter which we may send to you will tell you who will be working on the matter(s) on which you have instructed us. It will also tell you who will be the person with overall responsibility of your case and the person responsible for concerns over level of service.

**2.2.** The person with overall responsibility is the Principal, Mrs. Regina Spicio-Aidoo, who is responsible for supervising the work we do on any particular matter on which you have instructed us. She will ensure that the varied skills and expertise in the firm are most appropriately applied, by making sure that the right individual or team deals with the work you have asked us to do.

**2.3.** The person with overall responsibility should also be your first port of call if you are dissatisfied with any element of our service (see section 13 below)

### **3. Our Responsibilities**

**3.1.** We aim to provide you with sound, practical and prompt legal advice and assistance, and will do our best to keep you informed of the progress of your issue/matter.

**3.2.** We will at all times comply with your instructions, even when these are contrary to our recommendations, unless, we feel it would be improper or unethical to do so, or inconsistent with maintaining a proper working relationship.

**3.3.** Please note that all Solicitors are Officers of the Court, and are not permitted to do anything inconsistent with their duties to the Court. As such we have a duty to you our client, as well as a duty to the court. Being officers of the court our duty is to uphold the integrity of the profession and to ensure justice is carried out fairly and without any deception of our part.

### **4. Your responsibilities**

**4.1.** We rely upon you to provide us with accurate and complete information about the work you have asked us to do, in good time to enable us to carry out that work, and to let us know promptly of any significant changes to that information, or to your circumstances generally. You should also provide us with any relevant documents and deeds and try to answer our questions or request for further instructions as fully and promptly as possible.

**4.2.** Please give us as much notice as you can of any deadlines or time limits of which you are aware that may affect the work you have asked us to do.

**4.3.** Subject to the comments in paragraphs 4.1 and 4.2 we would request that telephone calls/e-mails and attendances are kept to as minimum a number as possible which will permit the relevant person with conduct of your matter to process and progress your matter more efficiently.

**4.4.** Please note that it is your responsibility to provide us with accurate information as well as genuine documents. We refuse to accept responsibility for documents that are found to be falsified, we are not document experts and are unable to check the genuineness or authenticity of documents. The onus is therefore on you to ensure that all documents provided to us are genuine.

## **5. Confidentiality Issues**

**5.1.** We owe you a duty of confidentiality in respect of information relating to you which we obtain during the course of our retainer. All such information will be regarded as, and kept confidential at all times unless you instruct us to disclose information or except in the circumstances set out below.

**5.2.** Our duty of confidentiality to you is subject to any disclosures we are required to make in good faith to the police, governmental, regulatory or supervisory authorities in relation to any statutory or regulatory obligations. In particular, we are required, without your knowledge or consent, to report any awareness or suspicion of money laundering in relation to the proceeds of any crime. We can also be ordered by the Government Agencies to disclose information and answer questions about your private affairs, again without your knowledge and consent.

**5.3.** Sometimes we ask other companies or people to do typing/photocopying/other work on our files to ensure this is done promptly. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

**5.4.** Occasionally, our files may need to be examined by external auditors (for quality purposes) or our external advisers (who assist the firm in maintaining quality and risk). In particular, our files may need to be assessed for quality purposes by the SRA. Your file may be one of a sample which is to be assessed. These external organisations are required to maintain confidentiality in relation to your files.

**5.6.** Our duty of confidentiality does not apply to a disclosure we make to our insurers pursuant to the terms of our professional indemnity insurance policy. In the event of a claim, complaint or the notification of a circumstance which may give rise to a loss or claim, we are obliged to make a notification to our insurers and this may necessarily result in your file being disclosed to our brokers or insurers. By entering into this retainer agreement with us you are expressly consenting to such disclosure.

## **6. Equality & Diversity**

**6.1** We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

## **7. Basis of our fees**

**7.1.** Unless otherwise agreed, our fees will be based on the factors set out in this section.

**7.2.** In most cases our cases are dealt with on fixed fee basis. Unless we have agreed a fixed fee, our fees will be calculated by reference to the time spent on your matter and in accordance with these Terms. This includes time spent on analysis, research, drafting, advising, attending meetings with you and others, attending Court, Tribunal, Inquiries or other hearings, dealing with papers, audit enquiries, correspondence (including facsimiles and electronic communications), dealing with costs, telephone calls, travelling and waiting time.

**7.3.** If, whilst carrying out the work you have asked us to do, we incur expenses on your behalf, such as couriers, photocopying, facsimiles, printing costs, postage, travelling expenses, and telephone charges, these expenses will be charged to you in addition to our fees.

**7.4.** In addition, we may incur expenses or liabilities to third parties on your behalf, for example the cost of instructing a barrister or expert in a contentious case or Court or Tribunal fees, other law firms, technical experts, patent agents fees, often referred to as “disbursements”. We will discuss with you the likely amount and timing of any reasonable foreseeable expenses.

## **Abortive Cost**

**7.5.** Should any matter become abortive at the initial stage without any file opened or work done, we will not charge any fees.

## **Abortive Cost – All other matters**

7.6. In all other areas, if the matter becomes abortive after proceeding, we reserve rights to charge a standard Abortive cost equivalent to half the initial proposed cost or £250 plus all expenses incurred on your behalf.

## **8. Billing arrangements**

8.1. Timing of bills often depends on the nature of a matter. We reserve the right to bill you on an interim basis and will endeavour to send you bills on a monthly basis, or any other regular basis agreed with you. Bills may be delivered more or less frequently depending on the nature of the matter and the time spent working on it. On some transactional matters (where fees are not agreed), our bill may not be delivered until shortly before or at the conclusion of the transaction.

8.2. There are two kinds of interim bills that we may deliver interim statute bills and on account interim bills. These are explained more fully in the following paragraphs. Unless we have indicated otherwise, the interim bills we send you will be interim statute bills.

8.3. An interim statute bill is a complete and final charge for our costs in the period to be covered by the bill. At the conclusion of the matter we are working on or, if earlier, upon termination of our Retainer, we will deliver a final bill. The final bill will cover our costs for work done during the period covered, it may not (even if it is a final bill) include all our expenses and disbursements for that period, since third parties may not have sent their invoices or charges to us in time to be included on our bill. In that event, the relevant expenses and disbursements will be invoiced after we have received third party invoice demand.

8.4. An on account interim bill is a bill on account of our total costs for the matter on which we are working. It does not, therefore, necessarily represent a complete and final charge for our costs in the period to which it relates. At the conclusion of the matter we are working on or, if earlier, upon termination of our Retainer, we will deliver a final bill for a matter. This may include previously unbilled charges for work done, and expenses and/or disbursements incurred, during the period(s) covered by earlier on account interim bill(s) but, when we calculate the amount due to us, you will of course be given a credit for all payments you have already made.

8.5. If we are acting for you in relation to a transaction, we may at the appropriate stage send you a statement showing what sums are required from you in order to complete the transaction, which may include a sum relating to our fees, expenses and disbursements. If you fail to pay us the relevant sums (including our fees) in time for completion on the planned completion/hearing date, we reserve the right to decline to complete the transaction/continue to act for you until we have received such sums in full.

8.6. Unless otherwise agreed, half of our fees must be settled before any work is done on your matter, and the remaining amount paid within a month. Where counsel fees are payable, this must be settled before any work is forwarded to counsel. Where fees have been agreed for representation at the Court or Tribunal, this must be settled before the hearing date.

## **9. Settlement of our bills**

9.1. All our bills are payable upon receipt by you, unless otherwise agreed by us in writing.

9.2. If you wish a third party to be responsible for paying our bills on your behalf, you should inform us immediately of the name and contact details of that third party (and any other relevant details reasonably required by us). You will remain primarily responsible for paying our bills and they will still be addressed to you but we will, if you wish, mark them as being payable by your nominated third party. If the third party fails to pay any of our bills in accordance with these Terms of Business, we shall be entitled to seek payment of the relevant bill(s) directly from you. You will reimburse us for any costs and expenses we incur in recovering overdue payment from you and/or such third party, and we may charge you in accordance with these Terms of Business for the time spent by us in recovering such payment.

9.3. If you are a partnership or more than one individual or legal entity, each partner or individual or legal entity, as this case may be, shall be jointly and severally liable for our costs, expenses and disbursements.

## **10. Money on account**

10.1. We reserve the right at all times to require money on account of our anticipated fees and expenses. This is particularly important where we are required to carry out a considerable amount of work over a short period, or to incur liabilities to third parties, such as experts or barristers, on your behalf.

10.2. If you pay money on account, we will deliver a bill to you.

10.3. If we request money for your client account(if applicable), you must pay this to us within the time specified by us for payment otherwise we reserve the right to decline to complete the transaction/continue to act for you until we have received such cleared sums in full.

**10.4.** Where we are asked to give an undertaking (a promise by us) to pay monies on your behalf, we will require your written instructions to do so and cleared funds to cover the full extent of any such obligation before an undertaking is given(if applicable).

### **11. Late Payments**

**11.1.** If we do not receive payment of any bill within 30 days of the date of the bill, or if we have requested money on account and we do not receive such money within the time specified by us for payment, then in addition to any other rights and remedies available to us, we may:

**11.2.** On receiving written notice from you to suspend or cease working on any current matter(s) and/or terminate the Retainer forthwith, your charges would depend on what we have to do to comply with your instructions. In litigation cases this may necessitate our having to apply to the Court for an order to come off the Court record, the cost of which will be charged to you; and/or

**11.3.** Charge you interest on any amount due to us at an annual rate of 4% above H.S.B.C's bank's prevailing base rate from time to time. Interest will be calculated on a daily basis from the date payment was due until we receive full payment (plus interest); and/or

**11.4.** Retain (and exercise a lien over) any or all documents and papers in our possession until we have received payment of all amounts due to us (plus any interest charged by us).

**11.5.** Charge you a fixed fee of £50.00 in the event that we receive a cheque on account of fees/disbursements which is not cleared on first representation.

### **12. If dispute the amount of a bill**

**12.0.** If you dispute the amount of any bill we send you, you may of course raise the issue at the first instance with us directly by contacting the Principal, Mrs. Regina Spio-Aidoo, in accordance with our Complaints procedure and we would hope to be able to resolve the matter to our mutual satisfaction. However, you also have the following rights:

**12.1.** If you remain unhappy about the level of our fees you may be able to make a complaint to the Legal Ombudsman (as detailed at section 13.2 below) or you may be entitled to have the bill assessed by the Court in accordance with Part III of the Solicitors Act 1974. Your rights are set out more fully in Sections 70, 71 and 72 of the Solicitors Act 1974.

**12.2.** If you wish to exercise the rights referred to in 12.1, you should do so within the following time limits:

**12.3.** If we are billing you by way of statute bills (as described in section 8 above). Within 30 days from the date of receipt of our final bill in relation to the relevant matter.

**12.4.** If we are billing you by way of an account interim bills (as described in section 8 above), within 30 days from the date of receipt of our final bill in relation to the relevant matter.

**12.5.** We will remain entitled to charge interest on any unpaid bill(s), as explained above (except to the extent that we agree to reduce the bill(s) or the Court or the Legal Ombudsman, determines that we should reduce the same).

### **13. Quality of Service**

**13.1.** We are authorised and regulated by the Solicitors Regulation Authority (SRA). We aim to provide a high quality service in all respects and are confident of doing so. However, should you have any concerns about the way in which we handle your affairs, including the level of your bill, whether in relation to a specific matter or generally, please raise them in the first instance with Mrs. Regina Spio-Aidoo on 0203 489 9981 or by post to Mrs. Regina Spio-Aidoo, 1-7 Telegraph Mews Ilford Essex IG3 8TA

**13.2.** We have a procedure in place which details how we handle complaints and this will be sent to you immediately. If you would like to see a copy of our complaints procedure at any other time, please let us know and we will arrange for a copy of our complaints procedure to be sent to you.

We have eight weeks to consider your complaint. If for any reason we are unable to resolve the problem between us within that timeframe, then you may ask the Legal Ombudsman to consider the complaint. The Legal Ombudsman may be contacted at PO Box 6806, Wolverhampton WV1 9WJ.

Please be aware that any complaint to the Legal Ombudsman must usually be made within six months of your having received a final written response from us about your complaint. Complaints to the Legal Ombudsman must usually be made within six years of the act or omission about which you are complaining occurring; or within three years from when you should have known about or become aware that there were grounds for complaint. However, the Legal Ombudsman will not accept complaints where the act or date of awareness was before 6 October 2010. For further information, you should contact the Legal Ombudsman on 0300 555 0333 or visit [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk).

#### **14. Data Protection**

14.1 We are registered under the Data Protection Act 1998 and will deal with data held in accordance with our obligations under the Act.

14.2 We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- updating and enhancing client records
- analysis to help us manage our practice
- statutory returns
- legal and regulatory compliance

14.3 Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you.

14.4 We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information please notify us in writing.

#### **15. Money Laundering**

##### **15.1 Notification**

Solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money.

15.2 Under the provisions of our statutory obligations (in particular with regard to our obligations under the Money Laundering Regulations 2007), we are under a strict duty to report any circumstances where we know or suspect that a client or matter is involved in money laundering or terrorist financing, to the National Crime Agency. Under these circumstances, we may be precluded from informing you of the disclosure or seeking your consent. If we make a disclosure, we may also have to stop working on your matter for a period of time and may not be able to tell you why.

##### **Identification**

15.3 In view of the above, the law requires solicitors to get satisfactory evidence of the identity of their clients and sometimes people related to them. We may also be required to carry out background checks on our clients and to make detailed enquiries as to the source of funds being used in relation to transactions on which we are instructed to advise.

15.4 Depending on the type of transaction and/or whether it falls into a regulated sector, we may ask you to provide us with proof of your identity. We may delay, decline or cease to act for you if we have requested to see proof of your identity, but there has been an unreasonable delay in providing it. We are required to retain records of the identification obtained.

15.5 If as a result of meeting our statutory obligations, or executing our internal procedures put in place to meet those obligations in good faith, we cause you loss, damage or delay, our liability to you will not exceed the minimum level of Professional Indemnity insurance cover as specified by the Solicitors' Indemnity Insurance Rules.

#### **16. Storage of papers and documents**

16.1. After completing any matter, we will keep our file of papers and documents (except any papers which you have asked us to be returned to you) for a reasonable period after the relevant file has been closed. Unless we have agreed otherwise in writing, we will be entitled to destroy the file (without notifying you) after a period of six years from the end of the relevant matter.

16.2. For security reasons, all our files are archived and are not kept on our premises. Unless we hear from you to the contrary, we shall assume that you agree to this arrangement.



**16.3.** We will charge you £50.00 for the administrative cost of retrieving papers or documents from storage. However, we also reserve the right to make a charge based on the time spent by any fee earner in considering and sorting stored papers or documents, searching for particular documents and/or sending them to you or another person at your request.

### **17. Termination of the Retainer**

**17.1.** You have the right to terminate the Retainer at any time on written notice to us. You will remain liable to pay all our fees, expenses and disbursements which have been incurred up to the date of termination.

**17.2.** We are entitled to terminate the Retainer on written notice to you.

**17.2.1.** In the circumstances set out in section 11 above; or

**17.2.2.** If any guarantee on your behalf is withdrawn by the giving notice, or if any event or act occurs which vitiates the guarantee or otherwise renders it void or unenforceable; or

**17.2.3.** If you fail to give us timely and adequate instructions, so that we are unable to conduct any of your matters properly and imperiously; or

**17.2.4.** If you insist on a course of action which requires us to act contrary to our responsibilities as solicitors or which would lead to a breakdown of the relationship of trust and confidence which is essential for the proper handling of legal matters; or

**17.2.5.** If there is a breakdown of confidence between you and us.

### **18. Jurisdictions**

**18.1.** The Retainer is governed by the laws of England and Wales and all claims or disputes between us arising out of or in connection with the Retainer must be brought only in the Courts of England and Wales, irrespective of the subject of the dispute or where the work is carried out.

### **19. The Cancellation of Contracts made in a Consumer's Home or Place of Work**

**19.1** This Notice has been provided to you because you have entered into a contract to which the Cancellation of Contracts made in a Consumer's Home or Place of Work Regulations 2008 ('the Regulations') apply. The contract is for the supply to you of goods or services. The person providing the goods or services is referred to in the Regulations as 'the trader'.

**19.2** Under the Regulations, you have the right to cancel this contract if you wish to do so within fourteen working days.

**19.3** This Notice explains how to exercise this right. It also gives you other information that is required by the Regulations.

**19.4** In order to exercise your right to cancel the contract, you need to deliver or send to us a cancellation notice (that is, a written notice that you wish to cancel the contract). You can use the cancellation form provided below if you wish, but you do not have to do so. You can send your notification by email if you prefer.

**19.5** Any cancellation notice should be delivered or sent to Mrs. Regina Spio-Aidoo at 1-7 Telegraph Mews Ilford Essex IG3 8TA or at [regina@spiosolicitors.com](mailto:regina@spiosolicitors.com).

**19.6** You have fourteen days in which to serve a cancellation notice. The period of fourteen days begins with the date when you receive this Notice. This fourteen day period is referred to in the Regulations as 'the cancellation period'.

**19.7** Under the Regulations, a cancellation notice is treated as being served as soon as it is sent or posted to the trader. A cancellation notice sent by electronic communication is treated as being served from the day when it is sent to the trader.

**19.8** If you agree in writing that the performance of this contract should begin before the end of the cancellation period, then even if you cancel the contract you may still be required to pay for goods or services supplied before the cancellation.

**19.9** If you enter into a related credit agreement, then that agreement will be automatically cancelled if the contract is cancelled. A 'related credit agreement' means an agreement under which fixed sum credit which fully

or partly covers the price under the contract is granted to you by the trader or by another person under an arrangement made between that person and the trader.

19.10 The identity of the trader providing goods or services under this contract is R.Sprio & Co Solicitors.

#### **20. Our Liability Under This Agreement**

We have professional indemnity insurance cover for claims against the firm. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy, can be inspected at our office or made available on request. Our maximum aggregate liability to you in this matter will be £1,000,000 including interest [and cost] unless we expressly state a different figure in our letter confirming instructions. If you wish to discuss a variation of this limit on our liability, please contact the person dealing with your matter. Agreeing a higher limit on our liability may result in us seeking an increase in our charges for handling your matter.

20.1 We will not be liable for any consequential, special, indirect or exemplary damages, cost or losses, or any damages, cost or losses attributable to lost, profit or opportunity.

20.2 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 negligence.

#### **21. Professional Indemnity**

In the interests of our clients, we maintain compulsory Professional Indemnity Insurance Cover.

A full hard copy of our insurance is available to view at our offices. Please ask for details.