

### **The Solicitors Regulation Authority Principles**

We will act:

1. in the best interests of each client
2. in a way that upholds the constitutional principle of the rule of law and the proper administration of justice
3. in a way that upholds public trust and confidence in the solicitors' profession and in legal services provided by authorised persons
4. with independence
5. with honesty
6. with integrity
7. in a way that encourages equality, diversity and inclusion.

### **Harris & Harris - Client Care Standards**

We aim to provide a professional, efficient, and friendly service. We will:

- a) be polite, courteous, and punctual
- b) reply to letters as soon as possible, and within five working days at most
- c) return your call as soon as possible, and within one working day if we cannot deal with your inquiry immediately
- d) keep you informed about your case, answer your questions, and advise you, in person if you want
- e) report to you monthly about the progress of your case
- f) give you the best information possible about the timescale and cost of your case
- g) consult you on the instruction of barristers and experts

***Please read our Terms & Conditions, they are our contract with you***

***Please sign them at the end and return one copy to us***

**1. Our contract with you**

- 1.1 Harris & Harris Legal Services LLP trades as Harris & Harris. We are an LLP regulated and authorised by the Solicitors Regulation Authority (SRA). We operate according to the SRA Code of Conduct for Firms and the SRA Code of Conduct for Solicitors. These are available at [www.sra.org.uk](http://www.sra.org.uk). Our authorisation can be checked at any time through the SRA logo on the front page of our website.
- 1.2 These Terms of Business are to be read with our Client Care information sent to you at the start of each matter. They will define the scope of what we agree to do for you. Anything not included in that retainer is not part of the contract between us. Together they are a contract subject to English law and the exclusive jurisdiction of the English courts.
- 1.3 Your continued instructions will be acceptance of these Terms of Business and they will apply to any work on which you instruct us after you have received them.

**2. Charges**

- 2.1 Our charges are primarily based on the time that we spend on your case. This includes time spent with you, communicating with you and other people, preparation, attending court, travelling, and waiting. It also includes preparing for meetings, keeping records, and meeting professional and regulatory obligations. Unless we agree a fixed fee, work will be charged at the hourly rate notified to you. Work is charged at the hourly rate using 6-minute units. Short letters, e-mails, texts, and telephone calls are charged as one unit.
- 2.2 Rates are reviewed annually from 1st July, and we reserve the right to change charging rates then. We also reserve the right to charge a higher hourly rate if the work involves exceptional complexity, or short deadlines not predictable when we accepted your instructions.
- 2.3 We are entitled to charge you for all work reasonably done, whether or not any matter or case is concluded.
- 2.4 In addition to our charges there may be payments to third parties, e.g., searches, court fees, taxes, duties, experts or barrister's charges. We will try to tell you in advance what these expenses will be. We will ask you to let us have money to cover these. Where we have made payments to third parties, we will transfer money held in Client Account to pay for these. VAT must be added to our charges and other payments at the current rate.
- 2.5 In order to act for you we are required to complete an electronic Anti Money Laundering check against your name. This will be completed for each individual client and for certain individuals associated with corporate clients. Unless you ask us not to, we will send you a link via a text message for an electronic identification verification procedure to be completed by a third-party company, Checkboard. The link will ask you to download a secure mobile app to verify your ID remotely where you will receive clear instructions on what to do. This is a time and cost-effective way for us to 'onboard' you as a client and it will allow you to complete the process quickly from the comfort of your home, using a

smartphone. Unless you opt out, the fee of up to £10.50 plus VAT per person (the actual cost is dependent on the type of matter) will be invoiced to you in due course.

If you choose to opt out of this service, then we will ask you to come into the office with your original documents. Due to Identity and Anti-Money Laundering requirements, a basic electronic check must still be completed for all clients and the reduced cost of a basic check is £8.45 plus VAT per person and this will be invoiced to you. If you prefer not to use the online service, we will instead require you to provide original identification documents to us, and we will need to see you in order to verify your identity.

### **3. Paying for our work**

- 3.1 We will give you the best possible information about the likely overall costs of any matter, at the start and as the matter progresses. Estimates will assume there are no unexpected problems.
- 3.2 You are entitled to ask us to set a limit on the costs and expenses that we will incur without seeking your further authority. If in our opinion that limit would prevent us from meeting our professional obligations, we may terminate any contract with you.
- 3.3 At any important stage in your case and at least every six months, we will give you information on costs and disbursements incurred and will update costs information.
- 3.4 We may ask for payments on account of costs and send interim bills at appropriate intervals. If these are not paid we may terminate any contract with you.
- 3.5 Payment is due within 14 days of receipt of a bill. If all or part of a bill remains unpaid we will charge interest at the County Court Judgment Debt Rate for individuals or the Late Payment Interest Regulations rate for businesses until payment.

### **4. Recovering costs & liability for costs**

- 4.1 You are responsible for paying our costs whether or not someone else agrees to or is ordered to pay. If you are successful and an order for costs is made in your favour, you cannot recover more than the costs that we charge you. We may not be able to recover all your costs from the other party. Sometimes it is not possible to enforce the order made by the court.
- 4.2 If we have to do work to recover costs we will charge for this work at our normal rates. If the court makes an order that the other party pays your costs, interest can be claimed on those costs from the date of the court order. If the costs and interest are recovered, we reserve the right to retain any costs or interest against any unpaid bills.
- 4.3 If you are not successful in your case, or in a part of it, you may be ordered to pay the costs of the other party, including their legal fees and payments to third parties. This would be in addition to our costs. In some transactions you will be expected to pay the other party's costs. If so we will seek to obtain a limit on these.

**5. Use of documents**

5.1 We retain the copyright in any documents we create for you. You have the right to use the documents for the purposes made known to us when we were instructed to create them, and for business records. You may not use those documents for any other purposes or for any other company or business without our written permission. We accept no liability if you do. Documents are drafted to comply with the law on the date they are produced, and to meet the needs identified in your instructions to us then. We accept no liability for any change in the law after we drafted the document. If you make continued use of any documents we draft you should ask us to review these regularly.

**6. Protecting your Data and Privacy**

6.1 To comply with regulatory requirements we require evidence of your identity and address. We may also require evidence of the source of funds and carry out online verification of your identity and status with third parties who may retain the data about you which we provide to them.

6.2 As a client we will acquire personal information about you and third parties in the course of providing services to you. This may include your family, employees and officers. When using that information for the purpose of providing you with legal advice we are a data controller. If your instructions include services as a data processor (e.g. diocesan or charity administration or hosting a data room) other terms will apply. We are under a professional and legal obligation to keep information about you confidential, but there are exceptions to this. For details of how we protect and use your information please see the Privacy Statement on our website or ask for a copy to be sent by email or post.

6.3 We may send you marketing communications about our services from time to time. You can opt out of those by emailing [wells.reception@harris-harris.co.uk](mailto:wells.reception@harris-harris.co.uk).

**7. Termination of instructions**

7.1 You are entitled to terminate your instructions to us in writing at any time. We can only terminate your instructions to us giving you reasonable notice and for good reason, (e.g., if you do not give us proper instructions, pay an outstanding bill or make a reasonable payment on account of costs when asked). We would be entitled to charge for work done to the termination date.

**8. Investment & Insurance Regulation**

8.1 We may provide certain limited investment advice closely linked to the legal work we are doing for you. For this advice the Law Society of England and Wales is our designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority (SRA) is the independent regulatory arm of the Law Society.

8.2 We are not authorised by the Financial Conduct Authority (FCA). We are however included on the register maintained by the FCA so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. The register can be accessed via the FCA website at [www.fca.co.uk](http://www.fca.co.uk). We do not normally receive any commission. If we do we will tell you

and pay this to you. The SRA regulates this part of our business, including arrangements for complaints or redress.

- 8.3 Our Professional Indemnity Insurers for work in all jurisdictions are QBE Insurance (Europe) Limited. Claims are notified to and handled by AON Claims Solutions, 8 Devonshire Square, London, EC2M 4PL

## **9. Storing papers**

- 9.1 The file is your property, subject to certain exceptions. We are entitled to keep your papers until our bill has been paid in full. When we close your file, we will tell you how long we will store it. After that it will be confidentially destroyed.
- 9.2 If there are any important documents we will store these for you if you ask us. We do not normally make any charge for storing files or documents. We reserve the right to charge you for copies of documents or further advice on documents we hold. If you want the file or anything from it please give at least five working days' notice so we can get the file from storage.

## **10. Complaints**

- 10.1 If you think we are not meeting our Client Care Standards, have any concerns about the service we are giving you or about a bill please raise this first with the person acting for you or the person responsible for their work. If they cannot resolve your concerns please contact the Complaints Partner Andy Hambleton. The contact details for the Complaints Partner and the Complaints Procedure are available on our website, or just ask for them.
- 10.2 The Legal Ombudsman's time limits for accepting a complaint are six years from the date of act/omission or three years from when the complainant should have known about the complaint. Where you have been provided with full information about your right to make a complaint to the Legal Ombudsman then you must make your complaint to the Ombudsman within six months from the end of our complaints process. You may also be entitled to ask the court to assess a bill under Part III of the Solicitors Act 1974.
- 10.3 For more information see: <http://www.legalombudsman.org.uk/> Call 0300 555 0333 8.30am to 5.30pm or write to:  
Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ

**PLEASE READ THIS CAREFULLY BEFORE YOU SEND US ANY MONEY**

## **11. Protecting your money**

- 11.1 Any money received on your behalf will be held in our Client Account in accordance with the SRA Accounts Rules and protected by the SRA. We can only hold money for transactions in which we are instructed.
- 11.2 We will pay interest on your money while we hold it under our Interest Policy which is published on our website, or available on request.

11.3 There is a risk of bank details sent in an email being intercepted and altered:

- **We will not send you our bank details in the text of an email.**
- **Please do not send us bank details in the text of an email.**
- We will ask for your bank details in writing at the outset of the transaction, and preferably face-to-face.
- We will treat with caution changes to your bank details and will take additional measures to authenticate these.
- If you have any doubts about any bank details please check with us before you send any money.

11.4 You can send money to us using:

- Online Banking/BACS - Please refer to our invoice or statement for our bank account details and please quote our reference number so we can identify the payment.
- Credit or Debit Card - Please call us on 01749 674747.
- Cheque - Please make cheques payable to 'Harris & Harris' and send to 14 Market Place, Wells, Somerset BA5 2RE. Payments by cheque must be received at least 5 working days before they are required to allow clearance.
- Cash - We will not accept payments in cash of more than £1,000. We will not make payments out in cash.

11.5 If we should hold any funds on your behalf within our Client Account when your matter completes then these sums will be returned to you save where less than £10 is held as in signing these Terms of Business you agree that such minor sums can be donated to charity. Should any greater sum be held then we will contact you directly to arrange their return.

### **IMPORTANT – PLEASE READ THIS**

**12. Limits on our liability** (see also 5.1 on the use of documents)

12.1 We will not provide advice on the commercial or financial wisdom of any matter, or advice on tax matters, unless we have specifically agreed in writing to do so.

12.2 Our liability (including legal costs and interest) is limited to £6 million for any claim or series of claims arising from the same circumstances. Any consequential or indirect loss (whether or not it might have been foreseeable at the commencement of the matter) is excluded. If we are jointly, or jointly and severally liable to you with any other party, we shall only be liable to pay you the proportion of your losses which is found to be fair and reasonably due to our fault. No account shall be taken of any limit imposed on the amount of liability of such person by any agreement made before the loss or damage occurred.

12.3 Any business conducted with us is solely with the LLP and the LLP has sole legal liability for the work done for you and for any act or omission in the course of that work. No member, partner, principal, employee, associate, or consultant of the LLP will have any personal liability for work undertaken for you.



- 12.4 You agree not to bring any claim personally against any individual partner or member of staff in respect of any loss which you suffer or incur, directly or indirectly, in connection with our services. This will not limit the LLP's own liability for its acts or omissions. This provision is intended to benefit such partners and members of staff, who may enforce this clause pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 12.5 We shall not be liable for any loss arising from or connected with our compliance with any statutory obligation which we may have, or reasonably believe we may have, to report matters to the relevant authorities under the provisions of the money laundering legislation.
- 12.6 We will not be liable for money lost through the failure of a bank or other financial institution. You may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). This scheme is limited to £85,000 for each individual and so if you hold other personal accounts with the same institution, the limit will apply to all the accounts. We bank with NatWest which also trades under other names so you should check whether you have other accounts with the Financial Conduct Authority or an IFA for more information. In the event of a deposit-taking institution failure, we may disclose personal details to enable compensation to be paid to you.
- 12.7 We do not accept any duty of care to any other individual under the Contracts (Rights of Third Parties) Act 1999.
- 12.8 Although we will take reasonable precautions, we cannot accept liability for any delay, non-delivery, or interception of e-mails between us, or the possibility of viruses or other damaging code being transferred.
- 12.9 Nothing in these terms excludes or restricts liability for:
- Death or personal injury caused by breach of duty;
  - Losses caused by the fraud, dishonesty, wilful default or reckless disregard of professional obligations committed by any partner or member of staff within the course of practice or from liabilities which cannot be limited or excluded by law or by rules of professional conduct in force from time to time;
  - Losses caused when acting for you in a 'contentious business agreement' within the meaning of section 87 of the Solicitors Act 1974.

**Section 11 Protecting your money and Section 12 Limits on our liability are important Section 11 helps avoid fraud Section 12 defines the circumstances in which we will not be liable to you if you make a claim against us.**

Signature(s) \_\_\_\_\_

Full Name(s) \_\_\_\_\_

Date \_\_\_\_\_

***Where you sign on behalf of an organisation that signature indicates your acceptance of personal liability for our fees in the event that they are not paid within 28 days.***