

**CLIENT CARE STATEMENT  
& TERMS OF BUSINESS**



Curran & Co is a Sole Practitioner Solicitor, with the head office at Newmarket 9, Centrix, Keys Business Village, Hednesford, Staffordshire, WS12 2HA.

The Solicitors Regulation Authority regulates how we work. We are registered with the Law Society under Practice Number 559221.

Our range of hourly rates as at 1 April 2012 is currently as follows:

**Solicitor**

Principal	-	£160 to £210
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**Other Fee Earners**

Legal assistant and paralegals	-	£95 to £125
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**Other services**

We offer a full range of legal services. You can find out more by visiting our website at [www.curranandcompany.co.uk](http://www.curranandcompany.co.uk).

**1 Your Instructions**

- 1.1 We will take your instructions on your particular case and give you advice according to English law. If we need separate advice from foreign lawyers, we will ask you first and the cost of the advice will then be an expense on your interim or final bill. If you do not tell us something relevant, we cannot be responsible for not giving you advice on that.
- 1.2 We try to avoid changing the lawyers who are handling your work. If we have to change the lawyer, we will tell you who will be dealing with your work and why the change was necessary.
- 1.3 Unless we agree a particular way of communicating with you, we will choose whether we contact you in writing, in person, by phone or by e-mail.
- 1.4 We are advising and preparing documents for you and not anyone else. We do not accept responsibility if anyone else relies on our advice unless we have agreed that with you.
- 1.5 If more than one person instructs us, we would not accept instructions to act for all of you if we thought there might be a conflict between your individual interests. If at any time you feel that there is a conflict between some or all of you on any aspect of your case, you must let us know. We can then decide whether or not it is necessary for you to get legal advice from another lawyer, either in this firm or another firm.
- 1.6 Unless we have agreed it separately with you, we will not be giving you tax advice on your case.
- 1.7 We will keep you informed of progress on your case but you should let us know if you would like us to discuss particular reporting requirements with you.

**2 Practice's Liability and Insurance**

- 2.1 You agree that we (Curran & Co) are acting for you.

- 2.2 No individual accepts personal responsibility to you for any advice given to you or for work that we carry out for you. You must not bring a claim against any individual for any loss or damage that you suffer as a result of the advice or work that we provide to you.
- 2.3 We do not accept that we have a legal responsibility to you or to others in connection with your case for any of the following losses, even if we had been told that you or other people may suffer them.
- 2.3.1 Indirect financial loss
  - 2.3.2 Loss of profits or earnings
  - 2.3.3 Loss of business opportunities
  - 2.3.4 Loss of goodwill
  - 2.3.5 Interruption to your business
  - 2.3.6 Loss of expected savings
  - 2.3.7 Increase in debt or failure to reduce debt
  - 2.3.8 Reduction in the value of an asset
  - 2.3.9 Money we are holding for you being lost because of banking failures or problems.
- 2.4 If we are legally responsible to you, despite paragraphs 2.2 and 2.3, we will pay you no more than the minimum level of insurance cover we have to provide to satisfy the Solicitors Regulation Authority. This is £2 million at the moment.
- 2.5 Paragraphs 2.2, 2.3 and 2.4 do not prevent you from bringing any claim against us for:
- 2.5.1 death or personal injury; or
  - 2.5.2 other liability that we cannot exclude or restrict by law or under our professional regulations.
- 2.6 If you are a company, we are not responsible for advising your shareholders, directors or employees, unless they have specifically asked us to do so. If we do so, the advice will be under a separate agreement with them.
- 2.7 We hold 'professional indemnity' insurance with Travelers Insurance Company Limited of 61 – 63 London Road, Redhill, Surrey, RH1 1NA.

### **3 Complaints**

- 3.1 We aim to offer you an efficient and effective service. If you are not satisfied with how we have handled your case, or if you have a complaint about your bill, please speak to the fee earner dealing with it first, or the Principal of the Practice.

3.2 If after that you are not satisfied with the way we have handled your complaint you can ask the Legal Ombudsman to consider the complaint. You can write to them at Legal Ombudsman, PO Box 15870, Birmingham B30 9EB, or telephone them on 0300 555 0333 and their website is <http://www.legalombudsman.org.uk>

3.3 If you disagree with our bill for any reason, you must pay the part you do not disagree with within the credit period (please see paragraph 7).

#### **4 Using Electronic Communications**

4.1 If you give us your e-mail address or mobile phone number, you agree that we can contact you by electronic communication. We will also use electronic communication as a way of communicating with others about your case.

4.2 However, in giving us permission in paragraph 4.1 you should realise the following.

4.2.1 Like you, we have no control over the internet or telecommunications systems.

4.2.2 We cannot guarantee to you that whoever receives any electronic communication that we send on your case will receive it within a reasonable time, if at all.

4.2.3 We do not accept responsibility if:

(a) you or anyone else changes any electronic communication that we send about your case after we send it;

(b) we do not receive any electronic communication that anyone (including you) sends to us about your case;

(c) we do not receive, within the relevant time, any urgent electronic communication that anyone (including you) sends to us about your case; or

(d) anyone changes any electronic communication sent to us about your case before we receive it.

4.2.4 The networks we use to send electronic communication do not guarantee their security or delivery standards. As a result, we cannot give you any guarantees about these matters.

4.2.5 We try to make sure that our e-mails, and their attachments, do not contain viruses by using virus-checking software and services. However, we do not guarantee our e-mail to be virus-free and strongly recommend that you check any e-mail that we send to you for viruses before you open it.

4.3 If you are concerned about the security and confidentiality of using electronic communication, please discuss this with us. We may be able to use password-protected attachments or codes.

## **5 How We Charge**

- 5.1 We charge for our time and expertise, unless alternatively a fixed fee for our service is agreed with you.
- 5.2 Normally we work out our charges based on the time that our fee earners spend working on your case.
- 5.3 We record the time that we spend working on your case in units of six minutes so that there are 10 units for each hour. For each unit of time that we record, we describe it as a type of activity, for example, sending a letter or receiving a phone call. We record all the time that we spend working on your case including:
  - 5.3.1 reading and preparing;
  - 5.3.2 meeting you or others (including our other lawyers);
  - 5.3.3 travelling to and from meetings with you or with others;
  - 5.3.4 sending and receiving communications to and from you and others; and
  - 5.3.5 acting on your behalf.
- 5.4 We give each of our fee earners an hourly charging rate. Some of our fee earners have more experience and so we set their hourly charging rates higher. Sometimes we may also 'blend' a rate. This means we use a single hourly rate for both senior lawyers and more junior fee earners.
- 5.5 In working out our charges, we may also take into account other factors, such as how complicated or urgent the case is.
- 5.6 At the beginning of a case we will tell you who will deal with your case and their hourly charging rates.
- 5.7 We normally change our hourly rates in April each year to take account of changes in our overhead costs. When we change our hourly rates, we will write to tell you about the new rates.
- 5.8 We may agree with you not to use hourly rates and the time we spend as the basis of our charges. We may instead agree charges up to a certain level, fixed charges or charges that depend on certain circumstances (see paragraph 21). In some cases, we might also agree to do set amounts of work in return for a fixed charge each year.
- 5.9 We will give you an estimate of our charges but it can only ever be a guide. It may also only relate to the first stage of the work we will do for you. Our actual charges may be more or less than our estimate. Any estimate that we give you is not a binding quote unless we agree with you that it is. If we do agree a quote with you, it will be based on your specific instructions. If your instructions or the circumstances of your instructions change, we may give you an extra quote or estimate, or charge you for the amount of extra time that we spend. Unless we say otherwise, we will charge you VAT on top of any estimate or quote that we give to you.

- 5.10 Where relevant, we will charge you VAT at the appropriate rate as at the date of our bill on our charges and on any expenses that we pay or agree to pay while acting for you.
- 5.11 We will try to keep you regularly informed about the level of our charges and we will let you know about any changes in circumstances that will affect information we have previously given to you about our charges.
- 5.12 We may charge you for any work that we do not complete (for whatever reason).
- 5.13 We may ask you to pay our charges up front.

## **6 Disbursements and Expenses**

- 6.1 When you instruct us, you are giving us permission to pay disbursements on your behalf that are relevant to your case. For example, these disbursements might include Court fees, search fees, registration fees, valuation fees, commissioners' fees, courier fees, land registry fees and barristers' fees.
- 6.2 If practical, we will talk to you before we agree to large disbursements on your behalf, such as barristers' fees.
- 6.3 We may ask you to pay us up front for disbursements we pay or agree to while working on your case. Normally, we always ask you to pay large disbursements up front.
- 6.4 Whenever we pay disbursements on your behalf, we will send you a bill for those disbursements.
- 6.5 We will also charge you for certain other services that we provide for you, which we will list under 'Our Professional Fees' on your bill. These services may include expenses and processing charges that we may have while we are carrying out work for you. For example, these might include photocopying and scanning documents for you, travel and subsistence (meals and so on) expenses, same-day bank-transfer fees, etc.

## **7 Bills**

- 7.1 We will send you bills during the time we are acting for you. We call these 'interim bills'. We will usually send you an interim bill each month but we may leave longer gaps between them. At the end of your case we will send you a final bill.
- 7.2 You must pay our bills no later than 30 days from the date given on them unless we write to tell you that a different payment date applies. If you do not pay us within 30 days of that date, we may charge you interest under the County Courts Act 1984 on the amount that you have not paid. This act currently allows us to charge you interest at a rate of 8%. Please also read paragraphs 7.9 and 9.1.
- 7.3 If you and another person or company give us instructions on your case, you are responsible for paying our bills individually as well as a group. This means that we can demand payment from one of you or all of you, whichever we choose.
- 7.4 If we hold money on your behalf (or if you are a company, on behalf of another company in your group), including any interest which may have built up, we may use this to pay or part pay our bills.

- 7.5 It is your responsibility to pay our bills even if someone else has agreed to pay some or all of it for you. If someone else does pay some of it, you are responsible for paying the rest to us.
- 7.6 If we owe you money or, if you are a company, another company in your group, we can reduce the amount you owe us under any bill we have sent to you by the amount we owe you.
- 7.7 If the work we do for you does not involve taking legal action against someone and you disagree with the amount of our bill, in certain circumstances you have a right under the Solicitors Act 1974 to ask the Court to assess our bill.
- 7.8 You may also have the right to object to your bill by complaining to the Legal Ombudsman (see paragraph 3 above) although the Ombudsman may not deal with your complaint if you have asked the Court to assess your bill (see paragraph 7.7).
- 7.9 If you do not pay all or some of our bill, we may be entitled to charge you interest on the unpaid amount under article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009.

## **8 Currency**

- 8.1 Our bills will be in pounds sterling. You must also pay us in that currency. If you pay our bills in another currency, you must make sure that the money you send us is enough to pay the amount in full after the exchange rate conversion. The exchange rate that will apply will be the rate on the day that you pay the bill.
- 8.2 If there is a change in the exchange rate and, as a result, there is a shortfall in the money we hold for you, you will have to pay the shortfall immediately. This may apply when we hold money for you that is in pounds sterling but that needs to be paid out to you or another person in a different currency.

If the money we hold for you increases as a result of a change in the exchange rate, we will pay you the increase.

- 8.3 You must pay us the bank charges which we have to pay for the currency conversion.

## **9 Our Policy on Credit**

- 9.1 If you do not pay any of our bills on time, we may:
- 9.1.1 take legal action against you to get back the amount you owe;
  - 9.1.2 stop working on any case for you; and
  - 9.1.3 keep your documents and papers and our papers until you have paid all money that you owe us.
- 9.2 If we take legal action against you as described in paragraph 9.1, we may claim interest from you under Section 69 of the County Court Act 1984 (as detailed in paragraph 7.2). We will also include our costs in connection with the Proceedings.

## **10 Commission**

- 10.1 Unless we agree otherwise with you, we will pay you any commission that any other person or company pays us resulting from your case.
- 10.2 When we act for you, we may receive money on your behalf. If we do, we will pay you interest on that in line with the Solicitors Regulation Authority regulations.

## **11 Insurance**

- 11.1 You must let us know when we start to act for you if you have an insurance policy relevant to your case. For example, if you have an indemnity policy or a legal expenses insurance policy, you must send us a copy.
- 11.2 If you have a relevant insurance policy, you are responsible for our fees in line with paragraph 7 until your insurers confirm cover and until they refund them. You must sign an authority for us to give your insurer details of your matter.
- 11.3 For cases involving legal action there are certain insurance products available, called 'after the event' insurance. We would be happy to discuss these with you if you would like us to do so. If we help you arrange insurance, we will give you a statement of demands and needs which you must sign and return to us.

## **12 When You Stop Giving Us Instructions**

- 12.1 You may stop instructing us at any time if you let us know in writing.
- 12.2 We may stop acting for you if we have good reason to do so and if we write to you to tell you that we are no longer acting for you. Examples of some of these good reasons include:
- 12.2.1 If you fail to pay our bills in full on the date you should have paid them or fail to pay us in advance when we ask you; and
- 12.2.2 If the rules and regulations governing how we operate mean we have to stop acting for you.
- 12.3 If we stop acting for you, for whatever reason, you must pay all our charges and expenses up until that time. We will keep all your papers and documents until you do this.

## **13 Confidentiality and Conflict of Interest**

- 13.1 We will keep all information about you, your business and affairs confidential at all times unless:
- 13.1.1 you tell us to release information;
- 13.1.2 we have to release information by law; or
- 13.1.3 we must release information because of the nature of the work that we are carrying out for you.
- 13.2 Our obligation of confidentiality in paragraph 13.1 does not apply to information about you, your business and affairs if:

- 13.2.1 the public has access to it (other than through us breaking our obligation in paragraph 13.1); or
  - 13.2.2 we already had the information before we worked for you; or
  - 13.2.3 another person or organisation, with full authority, has given it to us.
- 13.3 Please read paragraphs 16, 18, 19 and 22.4.
- 13.4 Despite paragraph 13.1, we may make our file about your case available to an external auditor (see paragraph 16) under the following conditions.
- 13.4.1 The auditor has agreed in writing to keep the contents of your case confidential.
  - 13.4.2 The auditor has agreed in writing to only use your file to assess our performance against quality standards.
  - 13.4.3 We will not allow the auditor to take our file off our premises or to take any copies of documents.
- 13.5 Despite paragraph 13.1, we may ask a typing company to type up parts of your file.
- 13.6 Despite paragraph 13.1, we may make your file about about your case available to our current or any future 'professional indemnity' insurers.
- 13.7 Our professional rules say that we cannot act or continue to act for you if there is an actual or possible conflict between your interests and the interests of another of our clients. If this happens, we may have to stop acting for you but we may continue to act for the other client.

## **14 Publicity**

When your case is completed, we might like to publicise our involvement in it. We will, of course, discuss this with you first.

## **15 Storing Files**

- 15.1 After finishing your case, we will store files and any other papers about it as we have to do by law.
- 15.2 Paragraph 15.1 does not apply to any papers that you ask us to return to you (as long as you have paid all charges and expenses due to us - see paragraph 9.1).
- 15.3 We will not destroy title deeds, wills and probates, original trademarks, registered designs or Companies House certificates or similar items or documents if you ask us to keep them in safe custody.
- 15.4 We will not normally charge you for storing documents or for retrieving stored papers or deeds if they are related to continuing or new instructions to act for you. However, we may make a charge based on the time we spend on producing stored documents for you or someone else if you ask, for reading papers, writing letters or other work or expenses we run up to follow your instructions.

15.5 We may store files and other papers in electronic form. If we do, we may destroy the hard-copy documents. In this case, we will keep the electronic copies according to paragraph 15.1.

## **16 External Audits**

16.1 To provide a high-quality service to you, we do our best to meet quality standards set by other organisations.

16.2 So that we can make sure that we keep to these quality standards, we will use an auditor to occasionally assess our performance.

16.3 When these audits take place, we need to allow the auditor to randomly choose a sample of files to audit. If the auditor chooses a file relating to your case, we will protect your confidentiality as described in paragraph 13.

## **17 Regulation**

We have to keep to the rules of the Solicitors Regulation Authority in our relationship with you.

## **18 Data Protection and Using Data**

18.1 As part of providing our services to you, we may need to reveal personal information about you to other people. It is impossible to list everyone this includes because this will depend on the nature of your case. However, examples might include the Court; Experts; Barristers; legal agents or inquiry agents; etc

18.2 In some cases we may have a legal duty to release information about you. If we have to release personal information about you as part of the work that we are providing to you, we will only release what is reasonable and appropriate. Please ask us if you are concerned about this. Please also see paragraph 19.

18.3 We would like to keep you up to date with information about us, our services, events and legal developments and issues that might interest you. Occasionally, we might also want to tell you about services, products or events other companies offer. We will contact you separately to identify what information you would like to receive from us in the future and how you would like to receive it.

## **19 Money Laundering Regulations**

19.1 The Money Laundering Regulations 2003 say we must, in most cases, gather evidence of the identity of our clients.

19.2 As a result, we will do an independent computer identity check on you with another service provider and we may ask you to show us some form of personal or business documents (as required by the regulations) to check your identity. The service provider who carried out the check will record the fact that we have carried out a search and may also use the details from our search in the future to help other companies confirm people's identities. The provider may also reveal your information to a credit reference agency to confirm your identity. That agency may keep a record of the search, but they will not carry out a credit check and your credit rating will not be affected.

- 19.3 We have to continually keep to these regulations and this may mean that there is a delay in the work we are carrying out for you. **We do not accept any liability to you for any loss or damage caused by that delay.**
- 19.4 Solicitors must keep the affairs of clients confidential. However, recent laws on money laundering and terrorist financing have given solicitors a legal duty in certain circumstances to release information to the Serious Organised Crime Agency (SOCA). If a solicitor knows or suspects that money laundering is involved when, for example, a client buys a property, the solicitor may have to tell the SOCA. If this happens, we may not be able to tell you that your information has been passed on to the SOCA because the law does not allow 'tipping-off'. The SOCA will then decide whether or not to let us continue acting for you. Even if the SOCA gives permission for us to act, it can pass the information to any relevant body (for example, HM Revenue and Customs) and an investigation may take place at any time in the future. If there is no evidence for our suspicions, all letters, phone calls, e-mails and so on between you and us will remain private. If, however, the SOCA find evidence that money we have handled on your behalf involves money laundering, that privacy will be lost and we can discuss the matter with other people, including showing them your letters, e-mails, phone call records and so on.

## **20 Cases Involving Legal Action**

- 20.1 If you are making a claim or defending legal proceedings that we are handling for you, please read this paragraph and paragraph 21 very carefully.
- 20.2 You are responsible for paying our bills even if the court eventually orders another person or company to pay or part-pay your legal costs.
- 20.3 In the UK, the Court can decide which person should pay the costs of proceedings. The court will usually order the person who is not successful to pay a percentage of the successful person's legal costs.
- 20.4 The Court very rarely makes an order that the person who is not successful should pay all the successful person's costs. You should assume that, even if you are successful, you will have to pay legal costs over and above any amount of money that the other person has to pay to you. If the other person has used public funding (what used to be legal aid), it is unlikely that they will actually pay you any amount towards your costs.
- 20.5 If the Court orders the other person to pay some or all of our charges and expenses, we can claim interest from them from the date of the order until they pay. If you have paid our charges and expenses up front, we will pay any interest that we recover directly to you. If you have paid our charges and expenses after the case is dealt with, we will keep any interest that we recover.
- 20.6 If you decide not to carry on with the case, you may have to pay the other person's costs.
- 20.7 If you are not successful in any legal action, as well as having to pay our charges and expenses, the Court will probably order you to pay part or all of the other person's costs.
- 20.8 The process of agreeing costs or having the Court assess them can mean a delay between the Court making an order for costs and the other person actually paying them. For example, if the other person has to pay your costs at the end of the case, it may take several months for the Court to decide the amount and for them to then pay you. The Court will expect you to have paid our charges and expenses (and so will we) before you can recover them from the

other person. If you have not done so, the Court will probably prevent the other person from paying you.

- 20.9 If the Court has to decide the question of costs, we may have to prepare a very detailed bill and we will itemise the work that we have done on your case. You will have to pay us for preparing this bill and also for the court fee. The Court might order the other person to pay some of these charges and expenses.
- 20.10 You may have to pay some of the other person's costs during the proceedings. During a case, any person involved in it can apply for the Court to decide a point of procedure or law. If this happens, the court will make each person provide details of their costs for preparing or responding to the application. Once the Court has made its decision, it will usually decide which person will pay the costs for the application. The Court will normally decide that the person who is not successful has to pay the other's costs within 14 days of the date of the decision.
- 20.11 In some cases, there are different rules about costs. Most cases with a financial value under £5,000 are dealt with in the Small Claims Court, unless they concern personal injury. In cases before the Small Claims Court it is rare that an order is made that a person who is not successful should pay the other's costs (other than some limited fixed court costs). You should not expect the other person to pay any of our charges and expenses, even if you are successful.
- 20.12 In civil Court cases, the court says that certain documents must contain a 'statement of truth'. You must sign this statement of truth. You must make sure that the facts that you have given us or the documents you have given us are correct and true. If you sign the statement of truth without considering it properly, it could be very serious. It could lead to the court making an order to put you in prison. In some cases you may authorise one of our lawyers to sign a statement of truth on your behalf. If this happens, we sign as your agent and not in our own right.
- 20.13 During your case, you will have to pass to the other person all documents that relate in any way to the issues in the dispute that you:
- 20.13.1 have; or
  - 20.13.2 have had; or
  - 20.13.3 keep with your accountants or bankers and so on.
- 20.14 Your obligation under paragraph 20.13 is a broad obligation to the Court. The Court gives a wide meaning to 'documents'. It includes:
- 20.14.1 correspondence;
  - 20.14.2 notes;
  - 20.14.3 diaries;
  - 20.14.4 electronic communications;
  - 20.14.5 documents stored electronically;

- 20.14.6 video tapes;
  - 20.14.7 documents that you may consider confidential; and
  - 20.14.8 any other items that could damage your case.
- 20.15 Your obligation to release the documents under paragraph 20.13 is an ongoing obligation until the Court proceedings are finished. This means that:
- 20.15.1 you must keep all relevant documents safe and you should not destroy any of them; and
  - 20.15.2 we will need to review them during the course of the case. If you do not know whether or not to destroy documents, you should speak to the lawyer dealing with your case.

## **21 Conditional fees**

- 21.1 For certain types of work, we may agree a 'conditional-fee basis' for our charges. If we do, we will send you a separate written agreement giving full details of the special terms that will apply between us.
- 21.2 In a 'conditional-fee arrangement', we agree that we will aim to recover our charges and expenses in working for you from the other person in your case against them. If the court decides the case in your favour, or we can negotiate a settlement for you, the other person will pay our charges and expenses. If the court decides against you, you will not have to pay our charges and expenses.
- 21.3 A conditional-fee case is a business risk for us. If your case is not successful, we will not be able to recover any of our charges or expenses. As a result, if your case is successful, we will charge you a 'success fee'. We work out this success fee by assessing the risk that we believe we are taking in helping you. Our opinion of the risk involved depends on our view of the merits of your case and the circumstances at the time we enter into the agreement with you.
- 21.4 If we start Court proceedings for you and your case is not successful, you will have to pay the other person's charges and expenses. Your case will not be successful if the Court decides against you or you have to withdraw your claim. So that you can reduce the risk, as far as possible, of having to pay the other person's charges and expenses, you should take out insurance. We can help you organise this type of insurance if you want. We may refuse to act for you on a conditional-fee basis if you do not have insurance.

## **22 Intellectual property**

- 22.1 In working for you we will use our know-how and experience. We will share this with you by giving you advice and preparing documents on your case. This is our confidential information. We also own other rights in material that we produce in dealing with your case, such as copyrights and trademarks (these are called 'intellectual property').
- 22.2 As well as paragraph 1.4, you may not, unless you have our permission:
- 22.2.1 release confidential information or intellectual property to any other person; or
  - 22.2.2 supply, pass on or otherwise commercially use our services.

22.3 Unless we have agreed otherwise, if you pay our bills, we will grant you a royalty-free, non-exclusive licence of our confidential information and our intellectual property. However:

22.3.1 you may only use these for the purposes for which we provide them to you in the first place; and

22.3.2 you may only use these for your own business or personal purposes and for no other reasons.

22.4 To avoid any doubt, if you do not pay our bills, we may cancel your right to use our confidential information and intellectual property.

## **23 Changing These Terms**

If we change these terms, we will write to tell you.

## **24 Invalid Terms**

If any of these terms is, or at any stage in the future becomes, invalid, illegal or cannot be enforced in law, it will not affect the other terms which will stay in force.

## **25 Law**

If there is a dispute between you and us, we both agree that the Courts of England and Wales will be the only Courts with the power to deal with the dispute and that English law will apply.