

Client's name: Jason Earl
Our Ref: EA798.1
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DX: 363 Chancery Lane**Terms of Business – Legal Advice and Litigation**law@corkerbinning.com
www.corkerbinning.com1. Introduction

This is a standard document sent to clients at the outset of our engagement which provides general client care information and the basis upon which the firm charges for professional services.

2. Responsibility for work

Your case will be assigned to a partner who will have overall responsibility for this matter. You will be separately advised of which partner and which other members of staff will be dealing with your case. The partner will be kept fully informed of progress. There may be times when those dealing with your matter are not in the office in which case you may speak to a member of our administration team. If the administration team is unable to help, a member of the team will take a message and the partner or other member of staff will telephone you back as soon as possible. An answering service operates out of office hours.

3. Fees

The firm's charges are calculated by reference to the amount of time spent by the fee earner(s) dealing with the matter. This includes advising, attending upon you and others (by phone, email or in person), dealing with papers, correspondence and telephone calls, travelling and waiting time. Each fee earner on your case has an hourly charging rate and our charges are calculated in accordance with the time spent by the fee earners at their respective hourly rates. You will be separately advised of the relevant charging rates of the fee earners who will be engaged upon your case. The charging rates are exclusive of VAT which will be added unless you are exempt from payment of VAT under the Value Added Taxes Act 1994 or Value Added Tax (Place of Supply of Services) Order 1992.

4. Cancellation (I)

Subject to paragraph 5 of these terms of business you may cancel this agreement at any time by telling us in writing that you wish to do so. In these circumstances, we reserve the right to charge you in full for the fees and disbursements incurred up to and including the date on which you inform us of your decision to cancel.

5. Cancellation (II)

If we have not met you in person at this firm's office, you may exercise your right to cancel this agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. This right can only be exercised within a 14 day cancellation period commencing on the date of these terms of business (as this date appears in the top left hand corner of this page). To exercise the right to cancel within the 14 day cancellation period, you must inform us of your decision to cancel this agreement either verbally or in writing (a cancellation form is available from our administration team on request). You do not need to provide us with a reason for your decision. If you exercise your right to cancel within the 14 day cancellation period, we will reimburse all payments received from you without undue delay. However, if prior to exercising your right to cancel, you requested that we begin work on your matter, we reserve the right to charge you in full for the fees and disbursements incurred up to and including the date on which you informed us of your decision to cancel.

6. Disbursements

As well as our own fees, the firm may, at its discretion, charge for disbursements including but not limited to counsel's fees, taxis, couriers, court fees, photocopying and facsimile charges. All such charges will attract VAT unless you or the charge is exempt from payment of VAT under the Value Added Taxes Act 1994 or the Value Added Tax (Place of Supply of Services) Order 1992.

7. Annual review of rates

The charging rates of this firm are usually reviewed once a year and any increase will be notified to you 28 days before any such increase takes place.

8. Limit on costs

You may stipulate a limit on the costs which may be incurred by you. If you wish to impose such a limit you must do so in writing to this firm prior to costs exceeding this limit being incurred.

9. Estimates

We will do our best to estimate the likely costs of fees and disbursements to be incurred in any particular matter. This firm will not however provide a guarantee that the final charge will not be greater than the estimate. In the majority of our cases it is difficult to estimate how many hours work will be necessary to complete the matter and particularly at an early stage it is difficult to give an estimate of overall fees. If the partner responsible for your matter believes it is practicable, the cost of a particular stage of a case or matter will be estimated as this is likely to be more accurate than an estimate of the whole, at least at the commencement of a case.

We will keep you updated on costs at regular intervals as the matter progresses. When it is possible to give an estimate of overall costs, we will give you the best information we can at that time.

10. Funds on account of costs

Unless you are told otherwise, the firm will require the payment by you of a sum, which the partner responsible for your matter nominates, into the firm's client account (with Allied Irish Bank) prior to the commencement or continuation of work. Such monies will be held on your behalf in your name in the client account until they are either transferred in part or in full to the firm in settlement of an invoice or invoices, or until returned to you at the completion of work by us. A delay in providing such payment could have an adverse effect upon your case because we reserve the right not to continue working on a case if money requested on account of costs is not paid. When we hold money on your behalf we will pay interest to you equivalent to the prevailing rate paid by Allied Irish Bank in respect of the client account except when the interest is less than £20. Any interest due will be paid after conclusion of your case, unless it is offset against any outstanding invoice.

11. Delivery and payment of invoices

The firm will usually deliver invoices to you monthly for fees and disbursements as explained in paragraphs 3 and 6 of these terms of business. This assists our cash flow and enables you to budget for costs. Any invoice delivered to you is payable within 14 days of the date of the invoice. Where the firm holds funds belonging to you in its client account, the amount of the invoice will be transferred in settlement thereof, after its delivery to you. In the event of payment of any invoice not being made by the due date the firm may decline to act any further and the full amount of work conducted up to and including that date will be charged to you. Where fees have not been paid, the firm may be entitled to exercise a lien for unpaid costs by not releasing your documents until payment is made. You have the right to object to an invoice by applying to the court for an assessment of the invoice under Part III of the Solicitors Act 1974.

12. Interest on late payment of invoices

If any invoice remains unpaid for more than 14 days, the firm may at its discretion, charge you interest from the date of the invoice at the same rate as is then payable on judgment debts.

13. Orders for reimbursement of costs

In the event of a successful outcome to a case there are limited circumstances in which you may be entitled to repayment or recovery of your legal costs from another party or body. Irrespective of any such repayment or recovery you will always remain liable to pay our costs. There have been significant changes to the award of defendants' costs orders in criminal cases. These changes limit the ability of defendants to recover costs from central public funds in cases in the Magistrates' Court, Crown Court, Court of Appeal and Supreme Court. For example, you may only recover costs incurred in the Crown Court if you have applied for, and been refused, legal aid. If you would like to apply for legal aid in order that you are eligible for a costs order, please ask the partner dealing with your case to provide you with the appropriate forms as soon as your case is transferred or sent to the Crown Court. However, please note that should legal aid be granted we reserve the right not to continue to act for you. In the event that you are awarded a defendant's costs order then you will only be entitled to recover the equivalent of and no greater than legal aid rates and you should be aware that certain items of work or disbursements that have been incurred may be disallowed on taxation. The partner dealing with your case can explain these changes to you. There are also variations between courts in how they tax bills, which makes it very difficult to give you an average percentage of recovery.

14. Cost of securing reimbursement of costs

All work undertaken by the firm in securing reimbursement of costs on your behalf, including, where appropriate, the cost of engaging the services of costs draftsmen will be payable by you.

15. Bank Failure

We hold all client money in Allied Irish Bank (AIB) which is regulated by the Financial Conduct Authority (FCA). We are not liable for any losses you suffer as a result of any such banking institution being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS).

The FSCS is the UK's Statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation of up to £75,000 if a banking institution is unable, or likely, to pay claims against it.

The limit is £75,000 per banking institution. If you hold other personal money in the same banking institution as our client account, the limit remains £75,000 in total.

In the unlikely event of a deposit-taking institution failure, we will presume (unless we hear from you in writing to the contrary) we have your consent to disclose the necessary client details to the FSCS.

16. Cybercrime: Bank Details

Please be aware that there is a significant risk posed by cyber fraud, specifically in relation to email accounts and bank account details.

Please note that our bank details will not change during the course of a transaction. Corker Binning will NOT notify changes to our bank account by email. If you receive any communications suggesting that the firm's bank account details have changed, you should contact the firm via the number on the firm's website or headed notepaper immediately to confirm the details before making payment. Please be aware that a phishing email purporting to be from Corker Binning may contain a fraudulent telephone number. We will not accept responsibility if you transfer money into the incorrect account.

17. Complaints

It is this firm's policy to act as efficiently and expeditiously as possible and to provide at all times a high quality of service. If at any time you are concerned about the service you are receiving, please immediately inform the partner dealing with your case. In the unlikely event that you wish to make a formal complaint you should direct your complaint to David Corker. We have a procedure in place about how we handle complaints which is available upon request. If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman at PO Box 6806, Wolverhampton WV1 9WJ (telephone 03005550333, enquiries@legalombudsman.org.uk) to consider the complaint. 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.

18. Professional indemnity insurance

The firm has a professional indemnity insurance policy. Details of the provider and coverage can be inspected at our office or are available upon request.

19. External auditing and due diligence

External firms or organisations may conduct audit or quality checks on our practice from time to time. They may wish to audit or quality check your file and related papers for this purpose. It is a specific requirement imposed by us that these external firms or organisations fully maintain confidentiality in relation to any files and papers which are audited or quality checked.

Your files may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of a new business. If you do not wish your file to be used in this way, please let us know as soon as possible.

For information on external auditing and due diligence in relation to your personal data, see the attached Privacy Policy.

20. Equality and diversity

The firm is committed to promoting equality and diversity in all its dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

21. Data protection

We will use your personal data primarily to provide legal services to you, but also for related purposes, as described in the attached Privacy policy including:

- Conducting checks to identify you, verify your identity and screen for financial or other sanctions;
- Gathering and providing information required by or relating to audits, enquiries and investigations by regulatory bodies;
- Complying with professional, legal and regulatory obligations that apply to our business;
- Ensuring business policies are adhered to, e.g. policies covering security and internet use;
- Operational reasons, such as improving efficiency, training and quality control;
- Ensuring the confidentiality of commercially sensitive information;
- Statistical analysis to help us manage our practice e.g. in relation to our financial performance, client base, work type or other efficiency measures;
- updating client records;
- preventing unauthorised access and modifications to systems;
- ensuring safe working practices, and monitoring and managing staff absences and staff access to systems and facilities;
- staff administration and assessments, monitoring staff conduct, and disciplinary matters;
- credit reference checks via external credit reference agencies;
- external audits and quality checks;

Our use of your personal data is subject to your instructions, the EU General Data Protection Regulation (GDPR), other relevant UK and EU legislation and our professional duty of confidentiality.

Corker Binning is a data controller for the purpose of the GDPR and other relevant data protection legislation. We have nominated Edward Grange as the firm's representative for the purpose of the GDPR.

We take your privacy very seriously. Please read our [Privacy Policy](#) carefully as it contains important information on:

- what personal data we collect about you and how that data is collected;
- how, why and on what grounds we use your personal data;
- who we share your personal data with;
- where your personal data is held and how long it will be kept;
- whether your personal data may be transferred out of the European Economic area and, if so, the measures taken to protect that data;
- your rights in relation to the personal data we hold or use;
- the steps we take to secure your personal data;
- how to make a complaint in relation to our use of your personal data;
- how to contact us with any queries or concerns in relation to your personal data;

22. Confidentiality

The information and documentation you provide us is confidential and subject to legal professional privilege unless:

- Stated otherwise in this document or our letter confirming your instructions
- We are obliged to share information with a law enforcement body, e.g. in relation to prevention of money laundering or terrorist financing
- We advise you otherwise during the course of your matter

23. Storage and Retrieval of Files

After completing work on your case, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. In addition, we will keep your file of papers for you in storage for not less than six years. After that, storage is on the clear understanding that we have the right to destroy it after such period as we consider reasonable or to make a charge for storage if we ask you to collect your papers and you fail to do so. Original documents will be sent back to you at the end of your matter.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act in accordance with your affairs, we will be entitled, at our discretion, to make a retrieval charge of £30 plus VAT. We may also make a charge for producing stored papers or documents to you or another at your request. We may also charge for reading, correspondence or other work necessary to comply with your instructions.

Should we accidentally lose or damage documents or papers we will pay for their replacement or repair, whichever is the lower cost, insofar as is possible. However, we will not be liable for any intrinsic or sentimental value.

We may disseminate documents arising from client matters to our staff on internal databases or intranets (which are confidential to the firm).

For information on how long we will hold your personal data, see the attached Privacy Policy.

24. Money laundering

The law requires solicitors to get satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their client can be used by individuals wanting to launder money. To comply with the law, we will need to obtain evidence of your identity and your address as soon as possible. Our client care letter sets out what is required from you. If you cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity.

25. Regulated Services

Corker Binning is authorised and regulated by the Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN (the SRA). This means that we are governed by a Code of Conduct and other professional rules, which you can access on the SRA's website www.sra.org.uk or by calling 0870 606 2555.

26. Applicable law

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

You are requested to sign and date a copy of our terms of business and return it to the firm as written confirmation that you wish us to proceed on the basis outlined above and that you have read and understood and agree to your personal data being held and processed under the terms set out in our Privacy Policy.

I/We agree to the terms of business of Corker Binning as set out above:

Signed: 

On behalf of: Jason Earl (print client's name if different)

Dated: 19th June 2018