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Client Care Information

(formerly called 'Terms of Engagement')

Solicitors' Costs Information and Client Care Code

Copy Letter of Engagement

Standard Fees Notice

Explanation of Financial Services Regulation Law Society / FSA

I/we acknowledge receipt of a copy of the booklet containing the above information and if we were seen outside your office Notice under the of Cancellation of Contracts made in a Consumer's Home or Place of Work etc Regulations 2008

.....
Sign

.....
Print Name

.....
Sign

.....
Print Name

Date

My aim is to provide a high quality service to my clients and it is therefore important that clients and their advisers are aware of the basis on which my service is provided and the terms on which it is carried out.

If at any time you have any doubt as to any aspect of the service or the basis on which it is being carried out, please immediately raise the matter with me.

The following terms and conditions (formerly known as 'Terms of Engagement') are incorporated into any instructions which I accept in this and any future matters unless further terms are supplied and you should consider them carefully and raise any queries you have as soon as possible.

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1. Nature of the Professional Service:

My intention is to provide a service that gives general legal advice and specific assistance where agreed.

The practice does:

- Give general verbal advice and assistance in personal and small commercial legal matters
- Specialise in providing Wills, Inheritance advice and assisting with Probate Disputes
- Act as a negotiator assist clients ease their way out of difficult problems
- Provide commercial/family mediation services
- act as executor and/power of attorney, but will not hold client money;
- act as a link and interpreter with the specialists and other solicitors and the client; relaying concerns to the specialist and interpreting and discussing the advice given
- provide assistance with agreed specific matters

The practice does not:

- Hold clients money
- Provide conveyancing services (other than transfers etc with no monetary consideration passing through it), but will advise and introduce
- Usually appear on the record in litigation matters, but will advise and assist and liaise with firms that conduct litigation
- Act in divorces but will advise and assist and liaise with firms that conduct family will act as a family mediator in appropriate cases
- Not advise in specialist tax and trust matters, but will introduce to other firms or counsel

2. Fees and Expenses

For most clients I am engaged on a retainer.

For certain work I shall charge an agreed fee for detailed work. I shall require your prior written consent to proceed with any work and payment by credit card/ (guaranteed) cheque prior to commencement.

As such fee will be agreed in advance, such work shall be a 'contentious/ non contentious business agreement' pursuant to Section 57 Solicitors Act 1974. Whilst your rights to ask a court to assess my costs are not affected, the Law Society Remuneration Certificate procedure is not available to such fixed cost agreements. Once agreed the fee is not repayable even if you decide not to proceed.

3. Court assessment of Costs

You are informed of their right to object to the bill and apply for an assessment of the bill under Part III of the Solicitors Act 1974.

4. Your Right to Complain about my Bill

From 1 March 2010, you must be advised you have the right to complain about the bill using the complaints procedures outlined below.

5. Quarterly Retainer

A retainer is regular payment based on the assumption that you will continue as my client. Whilst I shall seek to record time for work on your behalf, I regard a retainer as an equalisation process. It aims to equalise the extra time you need at certain times with less work at other times. It also aims to balance one client who may have problems against other who fortunately do not. I anticipate that you will maintain the retainer for the full term. **You may cancel a retainer at any time. However no refund is given.**

In calculating the fee for a Retainer, I have estimated a notional or average time over the period of years. If it appears that this is being exceeded, I reserve the right to determine the retainer at the end of the quarter to which the last payment relates retainer. A new retainer may then be agreed.

It may be that for reasons beyond my control I am unable to continue to act as your solicitor. I shall endeavour to have arrangements in place for the orderly transfer of your affairs to another solicitor. At times, I shall be on holiday and at other times I may be 'off-duty'. I shall endeavour to be available or make alternative arrangements for emergencies during holidays. (Michael French and Booth Hearn 52 High Street Chatham ME1 4DS 01634 830628 have agreed generally to act in these circumstances). However, there may be communications difficulties or you will be unable to contact me as promptly as you might wish.

My Retainer is based on the assumption that over a five year period I shall be involved in approx 2.5 hours work,

6 Estimates

For some work I may agree a set number of hours at an hourly rate. If this is exceeded, I shall inform you at approx £1-2,000 intervals and seek your agreement to continue. Within this range, I anticipate that your instructions to continue are implied. It may be however that your instructions to continue are implied as the fee is come from an Estate or other conclusion of a matter.

Whilst we shall agree an agreed fee with you for work we undertake prior to commencement, any estimate of time or any estimate as to the total of our fees, whether my own or other solicitors is given only as a guide on the basis of the information then known to us and may not be regarded as a firm quotation unless otherwise agreed. I will endeavour to revise an estimate given if it becomes clear that the level of charge is likely to vary substantially. Clients are specifically warned that 'best estimates' given verbally can considerably at variance if more time is involved – for whatever reason than originally hoped. If costs are a specific concern you are encouraged to make written requests for time reports.

You may set an upper limit on the costs I may incur without obtaining further authority and when I should contact you in writing when this limit is being approached to discuss the issue of costs further

7. Billing Frequency

A copy of your agreement to my retainer with you or for additional work your written consent to undertake work shall constitute an agreed fee pursuant to section 58/59 Solicitors Act 1974 non-contentious/contentious business agreement. It will also constitute a written intimation of costs. A copy the consent/ retainer will constitute your bill.

I am registered for VAT. You will be issued with VAT receipt for the sums paid or in the case of retainer payments on request. VAT then will be added at the applicable rate.

8. Expenses

Disbursements such as stamp duty, photocopying, couriers, travelling, and all costs in engaging other advisers are payable by you. I shall either ask you to let me have cheques payable to the appropriate parties. Should I be requested to make payments on your behalf additional charges will apply

9. Terms of payment

Retainers are payable quarterly in advance by standing order and are non refundable. Payment for other work shall be on signature of your written consent to the work being undertaken. In the event of non-payment I shall be under no obligation to carry out any further work for you on any matter until the outstanding amounts have been paid. If your authority for further work to be undertaken is awaited I have the discretion not to carry out any further work or restrict it to the minimum. However any time cost arising will continue to be chargeable.

Should your retainer be terminated by you or me, then any time costs and other fees become payable immediately on being notified to you. Any further time incurred including contact/discussions about payment continue to be chargeable until the final invoice is paid.

It may be that you in certain circumstance you will be unable to send me your instructions in writing in advance. I shall send you confirmation by any convenient form of communication. In these circumstances, you will authorise me to commence and seek payment for the agreed fee from your credit/debit card or send a cheque for with by post.

10. Liability for Costs

Where another party might agree to pay your costs, or where some costs may be recoverable in litigation, or from your insurers, or here I have agreed to postpone receipt of fees until the conclusion of the matter or the termination of the retainer the responsibility to meet my fees and expenses remains yours regardless of any arrangements with, or rights against other parties or any court order or anticipated order. I am not responsible for collecting such costs/fees.

11. Abortive Work and Termination of Instructions

Usually we shall agree a fee. This is fixed, be payable in advance and is not refundable. If I were to undertake any work on any other basis, which does not proceed to a conclusion or if you withdraw your instructions, I will charge for all work done up to the point the matter becomes abortive together with all disbursements (with a minimum fee of £75.00 + VAT) paid on your behalf. In such circumstances I will also charge for work done and all costs and disbursements associated with the orderly termination or the transfer of such work to another professional adviser. If a retainer is determined on notice or cancellation of standing order no further work will be undertaken and no refund is due.

If you feel that any work is incorrect and we agree, you will allow us a reasonable time to make any agreed corrections and will not request a refund of fees

Sending reminders is not part of the work included in any agreed fee. Should no response be received from a client on a matter within eight weeks of a communication to a client we reserve the right to close the file and undertake no further work. If the matter is reopened it will be subject to a new agreed fee.

Cancellations and missed appointments where an out of office attendance has been arranged are subject to an abortive fee of £75.00

I can exercise a lien over your papers for unpaid costs.

Other points

Costs information is provided to you client even where clients will not themselves be paying for my services, eg if they are publicly-funded, covered by insurance or instructing you under a conditional fee agreement.

From 1 March 2010, I may be able to charge interest on all, or part of, the bill if it is unpaid..

12. Client Relationship

On acceptance of instructions by way of a retainer or in relation to a particular matter, you will become my client and remain so throughout the duration of these instructions until settlement of any final invoice. I will not act for any other person or company in any related matter unless it is permitted by our professional rules and you agree otherwise in writing. I may require such other person to see me independently or for either of you to take independent advice

Unless you have specifically retained me to act for you in all matters, I am not precluded in any other circumstances from acting for another party in any transaction or litigation with which you are associated, provided it is permitted by my professional rules.

Unless otherwise specifically agreed in writing, I maintain the right to decide on the course to be adopted in the handling of any matter and the appropriate personnel to undertake the work.

13. Authority

Where joint parties, a company director or an association instructs me, I will be entitled to rely on the specific instructions of any one of such joint parties or any officer of the company or association unless otherwise notified in writing. If you have indicated at any meeting I can communicate with you through a friend or relative, I may, at my discretion in all related matters continue to do so unless you confirm to me (preferably in writing to avoid misunderstanding) that you no longer wish me to do so

14. Information

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

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.

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 our office in writing

All information regarding your business and affairs will be regarded as, and kept confidential by me, at all times save for the purpose of instructing and dealing with other advisers acting on your behalf or third parties acting for or assisting us, or if it is already in the public domain, or you instruct us to disclose information, specifically, or by implication, to a third party. In the case of young or elderly clients, or where other members of the family appear to have knowledge unless specifically instructed to the contrary, I act on the basis that I may speak to relatives where I consider it in my/our absolute discretion to be in the client's best interests. In certain circumstances, I may be obliged to give evidence and produce such information to courts, the Law Society, professional indemnity insurers or authorities in connection with your affairs. All circumstances where I reveal or such information must be at my absolute discretion.

I/We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the Serious Organised Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

You are reminded that public authorities may monitor all forms of communication and none can be regarded as confidential. Errors can also happen in addressing or delivery. If a matter is regarded by you as of high confidentiality you should arrange for personal delivery and collection. In the absence of your express instructions I/we shall use normal post/email etc.

All information and data held by us belongs to us and I have the right to retain ownership and keep copies of information and data. On completion of any work on your behalf I shall be at liberty to destroy your paper file without further notice to you. I shall aim to retain the file electronically, but accept no responsibility should it be lost or erased, when you have allowed the original to be destroyed rather than requesting delivery. Subject to any lien I may have over your papers, I will supply you with an electronic copy of your file in PDF or such other format as may be usual at the time. Should you wish a paper copy of your file, you will be responsible for my time and other costs and, if appropriate the costs of any agency who may undertake the printing

15. Outsourcing of work

Sometimes I ask other companies or people to do typing/photocopying/other work on our files. I/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.

16. Timing and Delays

As I practice on my own with the intent of limiting overheads and staffing costs, I have limited time. Whilst I shall do my best to deal with all requests as soon as possible, allocation of my time and the priority of my work must be at my absolute discretion. **Should you wish to contact me urgently then please contact me via my mobile phone, text message.** Please note that any communication by email must be confirmed in writing/post. I shall try to agree timescales with you at the outset. However, I cannot be responsible should circumstances change, whether because of my pressure of work or because matters become urgent for you. You should be aware that costs are likely to increase, often substantially, because a matter becomes urgent. Request for urgency are not part of any agreed fee and work arising is chargeable in addition to the agreed fee. It may also not be possible to keep you advised as to the current level of costs until after the urgency has been dealt with. You are also warned that if matters are dealt with urgently, errors are far more likely to occur. I cannot be responsible for any losses that may arise in these circumstances

Will re-writes under a retainer are at my absolute discretion. If you fail to return the draft will or other document approved by within two months of it being sent to you my file will be closed without reminder to you and a further fee of £50.00 + VAT will be payable to restore the matter. Should you authorise the printing of the Will for signature, amendments for whatever reason, will require a reprint fee of £15.00 + VAT per document.

17 . Communication

I may contact you as often as I, in my discretion, consider appropriate. I shall usually telephone only between the hours of 8am and 9pm but if matters are urgent it may be outside of such hours. There may be times when I am unavailable but I shall try to return to you as soon as I am able. Should any message not be returned within 48 hours, please contact me again. If I am not in the UK, the best way to contact me is by text message.

If you telephone me on my mobile phone, I may well be unable to record your message. Any such communication from you should be confirmed by you in writing/ by email, if you are requiring action on my part as it may be forgotten. You should check and confirm any communication in writing

I will not incur any liability for any loss arising by reason of a failure of a communication to us or from us howsoever transmitted or dispatched to reach its intended destination, or for any interference or interception made of any communication in transit, or if transmitted by unauthorised persons whether or not resulting from an act or omission on our part. (Emails are a particular hazard in this respect). Should you wish to ensure security of delivery/receipt you should arrange for hand delivery and collection during our core office hours. Please note that this will incur additional costs.

I shall not incur any liability for and will not be responsible for any non-receipt thereof or any errors or ambiguity therein or any lack of authority on the part of the person giving or making instructions. Please note that I make a charge for receiving items by recorded or special delivery.

If I instruct any adviser to act on your behalf I will exercise due care in selecting the advisers. I will not be responsible for any act or omission on the part of such adviser, by itself, its servants, agents or by others engaged by that adviser to act on your behalf.

18. Advice

As I cannot be an expert in every field of law and/or misunderstandings can arise during conversations or discussions, to be relied upon any advice given to you must be in writing. Should you wish to rely any verbal advice to you are specifically requested to request that it be given in writing. I reserve the right to require that you obtain a specialist opinion or qualify any advice with the proviso it is subject to specialist.

Unfortunately typing and other errors can occur in any written documentation. I apologise in advance for these and, in so far as they are in documents to be relied upon, **I expect you to check documents most carefully.** If you do not understand something or it looks incorrect you must ask!

I can only advise on the basis of the information supplied to me. I expect that you will supply me with all relevant information. If in doubt, please supply it to me.

I do not advise clients of their rights at the request of banks/ building societies, as I consider this creates a conflict of interest. I will, however, arrange for a client to receive this advice by another solicitor.

If you have any doubts about my advice, please ask me to explain my advice again, until you are satisfied. A misunderstanding of the information supplied or lack of full information may result in incorrect advice being given.

I do not undertake to keep an ongoing review of your circumstances or to record/diarise and/or remind you of any key dates or limitation periods and it is incumbent on you to contact me to discuss your personal and financial circumstances on an annual basis or whenever they may materially change. I also do not accept any liability or obligation to advise you of any changes in legislation or taxation which may directly or indirectly necessitate you to change your Will or otherwise to arrange your affairs

19. Safe Custody

I do not provide a safe custody facility. If I recommend any such facility I will not be responsible for any act or omission on the part of such provider, by itself, its servants, agents or by others engaged by that provider to provide such facility on your behalf.

I recommend that you keep copies of any documents and documents of importance are sent by recorded delivery. If you do not receive a receipt for any such documents from me or any safe custody provider you should enquire to ensure safe receipt.

20. Professional indemnity insurance

Compulsory layer

I have compulsory professional indemnity insurance of £2 million in accordance with the requirements of - the Solicitors' Regulation Authority. The insurer may vary from year to year. I have used St Giles Group 4 Theobald Court Theobald Street Borehamwood Hertfordshire WD6 4RN as brokers

Our liability to you for a breach of your instructions shall be limited to £2million, unless we expressly state a higher amount in the letter accompanying these terms of business. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.

21. Limitation of Liability

We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.

Where we have made an error that is correctable by ourselves we would expect you to allow us the opportunity to do so before requesting a refund of costs

Please ask if you would like us to explain any of the terms above.

22. Equality and diversity

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

23. Third Parties

I accept no responsibility in respect of any act or omission of any third party placing reliance on the performance of our services for you or on the advice given by us to you.

All information and advice of whatever nature given by us to you is for your sole use and shall not be disclosed or made available to third parties without our prior consent.

If you intend to publish or otherwise reproduce any part of the information or advice given by us to you, you hereby agree to allow us to approve the draft text prior to publication and to withhold consent. No such advice is intended to be relied upon by third parties

24. Transfer of Files and File Storage

I shall also make an advance charge for the transfer of your file (currently £35.00 + VAT). I shall normally ask you to collect your papers at the end of any matter. If however file is placed in my closed filing system I make a charge of £25.00 (+ VAT) per annum for storage. You authorise me to collect such sums by deduction from your credit card. Not all the papers in the file are a client's property and I reserve the right to retain these. I may destroy the file without further reference to you after the completion of my work for you except for any papers you specifically ask to be returned. If you require confidential destruction of the file (other than shredding) you should contact me to arrange for its collection as I do not provide such a service.

If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However we may charge you both for:

- time spent producing stored papers that are requested
- reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers

25. Client Funds

The maintenance of separate client accounts are an expensive administrative burden I wish to avoid. Therefore, **I do not hold client monies.**

Accordingly, no payments should be made into my bank account other than sums due to agreed/invoiced and already me. Any payment for combined client monies/ fees due must be refused and/or returned

Should I be asked to hold cheques payable to third parties on file, I cannot be responsible for any loss in interest arising from delay in payment or for problems arising from clearance.

You guarantee that all funds with which you ask me to become involved have been lawfully acquired and not derived from or otherwise connected with any unlawful activity. If I have any doubts as to the source of funds I may be bound by law to notify the authorities. In normal course, I undertake identity and proof of address (Money laundering) checks at the commencement of instructions respect of all clients.

You will not request me to take any action whatsoever in relation to the funds so as to contravene any law or regulation in force from time to time in England and Wales or in any other place whatsoever and I reserve the right not to comply with a request, which in our view could result in such contravention.

26. Transfer and Transmission of Funds

All transfers and transmissions of cheques/ bankers drafts are made at the client's risk and I shall not be liable for any loss, damage or delays howsoever caused which are not directly caused by gross negligence on the part of myself any of my employees. Either I or other parties may have to refrain from proceeding in any matter as a consequence of the effect of financial regulations. I cannot be responsible for any loss that may arise and any instructions I receive are on the basis that you are able to make alternative arrangements and that no responsibility or liability falls on me.

27. Remuneration from Third Parties

Subject to receiving your specific consent in each case, I shall be entitled to retain any benefit (whether direct or indirect) and including but not limited to all commissions, fees or other remuneration obtained. In particular, if I refer your work to other solicitors that firm may pay me by way of a share in fees it receives

It may be that in relation to work introduced to another solicitor, I shall receive a fees or share in the fee that solicitor charges you. I shall inform you of any such fee received and shall require your consent to retain it.

In particular, if I act as your executor I may charge a fess for the acting as such as well as receiving a fee/shared fee for administration of an estate.

28. Additional Services

I offer various specific services. I will act in such a capacity only under specific terms agreed in advance in writing and the relevant terms of business will apply in addition to the terms of business set out herein.

If it appears to us that you or any others referred to in the file may benefit from our financial advisory services I may (unless you specifically request otherwise) make a referral to an appropriate independent financial adviser or firm who will contact you to see if they can be of assistance.

29 Legal Aid Matters and other sources of payment of legal advice.

I do not undertake Legal Aid work, but you are reminded that if you believe you are on a limited income that you should enquire to ascertain whether you might be entitled

You may also be entitled to assistance under insurances or memberships. I will not necessarily be aware of these and so it is for you to check.

30. Acceptance

These terms and conditions will apply in respect of all services actually provided by us, whether or not there shall be in existence any written or other express acceptance. I reserve the right from time to time to vary these terms and conditions. The current versions will be posted on our Website www.colley.co.uk/solicitor or may be obtained on paper from us at your request.

31. Client Care

I have a client care procedure, which is set out in the section 'Solicitors Costs Information and Client Care Code'. Where the circumstances arise you agree to follow the procedures it outlines. In particular, it requests that you will attend any meeting organised or proposed to resolve matters.

32. Regulation

I am qualified both as a solicitor and as an independent financial adviser. **It is important that you are aware which organisation regulates which activity:**

- As a solicitor, I am regulated by the Solicitors Regulation Authority.
- **The Financial Services Authority regulates** any investment advice I give as an independent financial adviser and, in particular, the sale and purchase of investments and other financial products.

As a solicitor, I can provide certain limited services in relation to investments, provided they are closely linked with the legal services I am providing to you. When I do so the Law Society regulates me. In order to try to avoid any misunderstanding, I set out in a separate section details of such work

As a solicitor I am not authorised by the Financial Services Authority. If, while we are acting for you, you need advice on investments, we may have to refer you to my IFA firm or someone who is authorised to provide the necessary advice.

However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000.

The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Complaints Service is the independent complaints-handling arm of the Law Society. If you are unhappy with any investment advice you receive from us, you should raise your concerns with either of those bodies.

33. Providing exempt insurance mediation

We are not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services Authority so that we may carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Services website at www.fsa.gov.uk/register.

The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Complaints Service is the independent complaints-handling arm of the Law Society. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of those bodies.

We have a financial relationship with GTM Financial, a firm of Independent Financial Advisers, in so far as I/we share costs and resources with them. I am a partner in GTM Financial, as is Mrs Anita Mann who assists me. However GTM Financial makes no referral payment to Graham Colley – Solicitor for any referral that might arise.

Despite this financial relationship with GTM Financial we will provide you with independent advice and you are able to raise questions with us about any aspect of your case/transaction. You are free to choose any financial adviser of your choice, although I/we would always recommend an Independent Financial Adviser using <http://www.unbiased.co.uk/> Any information you provide to us during your case/transaction will not be shared with GTM Financial unless you agree (in writing) to use them. However, because we are acting both for you and GTM Financial in your case/transaction, we may have to stop acting for both of you in your case if there is a conflict of interest.

34. Jurisdiction

I am only qualified to advise on English Law. On your instruction I shall obtain specialist advice in relation to any other jurisdiction. You will have a direct relationship with any lawyer who advises you in this regard.

These terms of business and our letter of acceptance of instructions shall be governed and construed in accordance with the laws of the England and Wales and you hereby agree to submit to the non-exclusive jurisdiction of the courts of England and Wales in connection therewith and further waive the right to object to an action brought in the courts of England and Wales on the basis of an action brought in an inconvenient forum.

35. Solicitors' Costs Information and Client Care Code

The main object of the code is to make sure that clients are given the information they need to understand what is happening generally and in particular on:

- (i) the cost of legal services both at the outset and as a matter progresses; and(ii) responsibility for clients' matters.(iii) The code also requires firms to operate a complaints handling procedure.

03/06/04

Requirement	Information	Other sources of information
The solicitor should give the client the best information possible about the likely overall costs , including a breakdown between fees, VAT and disbursements.	The Practice usually operates initially by retainer details of which are set out in the retainer letter. The Practice is registered for VAT. Clients are responsible for direct payment of Disbursements to others these will be agreed and payment made before work is undertaken	In addition to the retainer with the practice, payment will be required in advance for special projects. Where specialists/ other solicitors are instructed, clients will enter into fee agreements direct with such providers. Fees charged by specialist may include costs charged by the practice.
The solicitor should explain clearly to the client the time likely to be spent in dealing with a matter, if time spent is a factor in the calculation of the fees	Time is not a factor in retainer, or agreed fee work but it is anticipated that use of the Practice's time will be commensurate.	Where specialist solicitors are instructed time charges may be included in the fees charged by specialists.
The solicitor should, in an appropriate case, explain to a privately paying client that the client may set an upper limit on the firm's costs for which the client may be liable without further authority. Solicitors should not exceed an agreed limit without first obtaining the client's consent.	The retainer is an agreed fee which may be ended by the client. Other costs are fixed and shall be a 'contentious/ non contentious business agreement' pursuant to Section 57 Solicitors Act 1974. If work is on a time basis you may inform me in writing of a maximum cost or limit	1.Where specialists are instructed, clients should be satisfied that the basis of charging is agreed 2. Whilst your rights to ask a court to assess my costs are not affected under , Section 57 Solicitors Act 1974. the Law Society Remuneration Certificate procedure is not available to such fixed cost agreements
The solicitor should make it clear at the outset if an estimate, quotation or other indication of cost is not intended to be fixed.	Many of the Practices charges are fixed and payable in advance. If this is not the case you will be informed. Some work may be fixed for specific work and on a time basis for work not included in the fixed fee	Fees may be agreed in advance for a set number of hours work. Once this is reached then it may be exceeded at my discretion
The solicitor should also explain to the client how the firm's fees are calculated except where the overall costs are fixed or clear. If the basis of charging is an hourly charging rate, that must be made clear.	Many of the Practices charges are fixed. Should a time basis become appropriate, it will be agreed with the client .	If a matter is referred to a specialised firm, the practices costs on an hourly basis may be incorporated into that firm's invoice. Current Hourly rates Graham Colley £200 others £50- 120.
The client should be told if charging rates may be increased.	The right is reserved to raise the retainer or hourly rates from time to time. VAT will be added at the standard rate	Any alteration to charging rates will be posted on the practice's website.

<p>The solicitor should explain what reasonably foreseeable payments a client may have to make either to the solicitor or to a third party and when those payments are likely to be needed.</p>	<p>These will be agreed with clients on an individual basis. Responsibility for all such payments will be direct between the client and the specialist</p>	
<p>The solicitor should explain to the client the arrangements for updating the costs information</p>	<p>Changes in standard charges will be posted on the Practices website and notified to clients when they are to be charged</p>	
<p>Litigation costs</p> <p>The solicitor should discuss with the client how and when any costs are to be met, and consider:-</p> <p>(i) whether the client may be eligible and should apply for legal aid (including advice and assistance);</p> <p>(ii) whether the client's liability for their own costs may be covered by insurance;</p> <p>(iii) whether the client's liability for another party's costs may be covered by pre-purchased insurance and, if not, whether it would be advisable for the client's liability for another party's costs to be covered by after the event insurance (including in every case where a conditional fee or contingency fee arrangement is proposed); and</p> <p>(iv) whether the client's liability for costs (including the costs of another party) may be paid by another person e.g. an employer or trade union.</p>	<p>Agreed costs (a fixed fee for fixed work) are payable in advance at the outset.</p> <p>(i) the practice does not offer a Legal Aid service. If cost outside of the Practices retainer basis are likely then, if appropriate, legal Aid will be discussed</p> <p>(ii) Clients should draw any possible insurance cover to the practices attention</p> <p>(iii) The Practice may refer any litigious matters to a third party firm of solicitors who will be responsible for any such arrangements. Any discussion of this issue will be in general terms</p> <p>(iv) As in previous paragraph</p>	<p>If it is agreed that fees are to be paid at the conclusion of a matter, on grant of Probate, or termination of retainer the fees become payable immediately on the occurrence of any of those situations</p>
<p>Cost-benefit and risk</p> <p>The solicitor should discuss with the client whether the likely outcome in a matter will justify the expense or risk involved including, if relevant, the risk of having to bear an opponent's costs.</p>	<p>This will be discussed with clients. In all litigation cases, clients are recommended to seek Counsel's advice</p>	
<p>Additional information for particular clients</p>		
<p>a) Legally aided clients</p>	<p>N/A as the practice does not undertake legal aid work</p>	
<p>Third Party responsibility</p> <p>b) The solicitor should explain to the client the client's potential liability for the client's own costs and for those of any other party, including:</p> <p>(i) the fact that the client will be responsible for paying the firm's bill in full regardless of any order</p>	<p>These will be discussed if the client is relying on a third party to be responsible for their costs.</p>	

<p>for costs made against an opponent;</p> <p>(ii) the probability that the client will have to pay the opponent's costs as well as the client's own costs if the case is lost;</p> <p>(iii) the fact that even if the client wins, the opponent may not be ordered to pay or be capable of paying the full amount of the client's costs; and</p> <p>(iv) the fact that if the opponent is legally aided the client may not recover costs, even if successful.</p>		
<p>Liability for third party costs in non-contentious matters The solicitor should explain to the client any liability the client may have for the payment of the costs of a third party. When appropriate, solicitors are advised to obtain a firm figure for or agree a cap to a third party's costs.</p>	<p>This should be noted by clients</p>	
<p>The solicitor should keep the client properly informed about costs as a matter progresses. In particular, the solicitor should:</p> <p>(a) tell the client, unless otherwise agreed, how much the costs are at regular intervals (at least every six months) and in appropriate cases deliver interim bills at agreed intervals;</p> <p>(b) explain to the client (and confirm in writing) any changed circumstances which will, or which are likely to affect the amount of costs, the degree of risk involved, or the cost-benefit to the client of continuing with the matter</p> <p>(c) inform the client in writing as soon as it appears that a costs estimate or agreed upper limit may or will be exceeded; and</p> <p>(d) consider the client's eligibility for legal aid if a material change in the client's means comes to the solicitor's attention.</p>	<p>Where fees are agreed in advance, it is envisaged that clients of the practice will be aware in advance of any cost involved.</p> <p>In cases where I have agreed to be paid on conclusion or delayed payment, I shall endeavour to advise clients on a £1 – 2000 basis unless circumstances make impractical</p> <p>The Practice cannot be responsible for costs of other firms of solicitors or their information. These must be dealt with direct with any such firm</p>	
<p>Client care and complaints handling Every solicitor in private practice must ensure that the client:</p>		
<p>is given a clear explanation of the issues raised in a matter and is kept properly informed about its progress (including the likely timescale);</p>	<p>This will apply in relation to specific project, but not general advice under a retainer with the practice</p>	
<p>is given the name and status of the person dealing with the matter and the name of the principal,</p>	<p>Graham Colley is responsible for all client matters and is assisted by Mrs Anita Mann</p>	

responsible for its overall supervision		
is told whom to contact about any problem with the service provided	Graham Colley	
have a and ensure that complaints are handled in accordance with it; and ensure that the client is given a copy of the complaints procedure on request	written complaints procedure: All complaints should initially be raised with Graham Colley (or Anita Mann). In the First instance the client agrees to meet with Graham Colley to discuss and attempt to resolve any problems. If problems remain unresolved, the client should refer the problem to Michael French at Michael French and Booth Hearn, solicitors through Jane Barter at 52 High Street Chatham ME4 4DS (01634 830628).	

36. COPY LETTER OF ENGAGEMENT AS MY /OUR SOLICITOR

I/ we wish to retain you on our behalf to act as our solicitor upon your Terms of Engagement and cost schedules a copy of which has been explained and I/we have signed.

I/we understand that the work within the retainer is:

Basic Retainer

- a) You may submit additional information to us or telephone us during core office hours as to the interpretation of your draft will or as to progress
- b) Any costs of further telephone advice meetings to discuss your will or cost of execution are treated as a discount subject to the retainer being maintained during the discount period
- c) Inform others that I act as your solicitor
- d) You may nominate me as executor of your Will;
- e) I shall advise on amendments to your existing Will;
- f) I shall provide verbal/telephone advice to you and your children (aged under 21) on a legal problems
- g) I may, at my discretion, meet with you (Subject to external attendance fee) to discuss legal problems
- h) I shall liaise between you and other lawyers and specialists after instructions have been given to you through me.
- i) We shall review together (at your request) your legal circumstances/ issues of concern

Inheritance Tax Addition

- j) If you are a client likely to be affected by Inheritance tax or care costs, reviews (at your instigation) of your circumstances in the light of changes in inheritance tax law.

Business Addition

- k) Verbal/telephone advice to you and those in your business on legal matters that may affect it
- l) to attend meetings with bank managers, accountants and others where your business affairs may be discussed.

I/ we understand that

- work in addition to the retainer is at extra cost that will require my prior written approval
- The terms of this retainer may be altered on 14 days notice to me/us

I /We confirm I/we have received a copy of this letter (written intimation of costs). I/we understand that each quarterly standing order payment constitutes an agreed fee for the retained work for the quarter to which it relates

Explanation of Financial Services Regulation SRA/ FSA

Whilst I am a solicitor, I am also qualified as an Independent Financial Adviser. All work undertaken by me that requires **authorisation** by the Financial Services Authority ("FSA") is regulated by the FSA.

As a solicitor **regulated** by the Law Society I can give **generic advice** e.g.

- advising on the differences between an endowment mortgage, a pension mortgage and a straight repayment mortgage.
- advice relating to investments generally or to a class of investments.
- discussing the various options available without referring to particular investments.
- advice relating to investments generally or to a class of investments.

I can arrange a transaction on behalf of a client with or through an independent financial adviser. I/we understand that if I use the firm with whom you are an independent financial adviser, you are regulated by the FSA, and has a different terms of business, complaints and compensation procedure.

Any financial work which involves transactions which involve advising in the transfer acquisition or purchase of investment, insurances or mortgages will not be undertaken by me as a solicitor.

However, my practice may undertake the following work, which it may **reasonably be regarded as a necessary** part of the professional service of a solicitor.

A. Conveyancing Work

I can **advise on the disposal** of life policies NB. Surrendering the policy is rarely the best way of realising the full value of the policy

I can **arrange the disposal** of a life policy

I cannot **recommend that you to buy** a life policy but you can:

- explain the transaction to the client and give advice provided that the advice does not amount to a recommendation to enter into the transaction;
- give negative advice, that is, advise the client not to buy the life policy;
- obtain advice from, and/or endorse a recommendation given by, an authorised or exempt person.

I can **advise on and/or arrange** the acquisition or disposal by way of an assignment, of a life policy.

Where a pension mortgage is linked to a personal pension scheme I **cannot recommend a client to buy or sell rights or interests** in the personal pension scheme but I can:

- explain the transaction to the client and give advice on the acquisition of such rights or interests provided the advice does not consist of a recommendation to enter into the transaction;
- give negative advice, that is, advise the client that the client should not buy such rights or interests;
- obtain advice from, and/or endorse a recommendation given by, an authorised or exempt person.

I can safeguard and administer policies linked with mortgages in connection with a conveyancing transaction, although in most cases you will only be safeguarding such policies and so will not be carrying on a *regulated activity*.

Management or Service Companies

I can **deal as agent, advise on and/or arrange the purchase** of shares in a management or service company.

I can safeguard and administer shares in connection with a conveyancing transaction, although in most cases I will only be safeguarding such shares and so will not be carrying on a *regulated activity*

B - Corporate Work

Shares, debentures and other securities are investments. **Pension policies and life policies** are investments, they fall within the definition of contractually based investments.

Sale of a body corporate

I can deal as agent, arrange deals in investments or advise on investments where the dealing, arranging or advice relates to a transaction which involves the sale of a body corporate provided that certain conditions in the

exclusion are met (FSA Perimeter Guidance (Section 1.20.9G – 1.20.14G). The conditions basically require that the object of the sale/purchase must be the acquisition of the day-to-day control of the affairs of the company

I can deal as agent, make arrangements, safeguard and administer or give advice where it may **reasonably be regarded as a necessary part** of other professional services. This exclusion is also subject to the condition that there is no separate remuneration for carrying on the activities in question.

I can **advise on and/or arrange the sale** of a client's shares etc in a public or private company

However if you are a "lay" individual in his or her personal capacity or an individual acting in the course of a business the rules naturally are more restrictive. I cannot, as an unauthorised solicitor, advise you relation to the purchase of shares in listed companies or in response to public offers

Accordingly I **cannot recommend** that you buy shares etc ,but I can:

- explain the transaction to the client and give advice on the purchase(provided that the advice does not consist of a recommendation to acquire shares etc);
- give negative advice, that is, advise the client that the client should not buy the shares etc;
- obtain advice from, and/or endorse a recommendation given by, an authorised or exempt person

Key man insurance/life policies

I can **advise on the disposal** of life policies but you must ensure that you are competent to do so and must consider all possible means of disposal. For example, selling on the second-hand policy market, conversion of joint life policies to single life, assignment, making policies paid up or surrendering the policy. **NB. Surrendering the policy is rarely the best way of realising the full value of the policy.** I can **arrange the disposal** of a life policy

I **cannot recommend a client to buy** a life policy but you can:

- explain the transaction to the client and give advice provided that the advice does not amount to a recommendation to enter into the transaction;
- give negative advice, that is, advise the client not to buy the life policy;
- obtain advice from, and/or endorse a recommendation given by, an authorised or exempt person.

I **cannot recommend a client to buy or sell rights or interests** in a personal pension scheme but I can:

- explain the transaction to the client and give advice on the acquisition of such rights or interests provided the advice does not consist of a recommendation to enter into the transaction;
- give negative advice, that is, advise the client that the client should not buy such rights or interests;
- obtain advice from, and/or endorse a recommendation given by, an authorised or exempt person.

C. Matrimonial Work

Matrimonial work almost inevitably comes across a wide range of different investments. In some cases the value of the investments will be high and firms will naturally involve independent authorised persons in the best interests of their clients. In many cases, however, the investments may be limited and the choice also limited, sometimes by directions in a Court Order.

In most family situations, clients are not acquiring investments for the first time. What is involved is a transfer of assets between the parties in an equitable or agreed way. There is unlikely to be any difficulty in complying with the condition that any *exempt regulated activity* must arise out of or be complementary to another professional service. The areas where solicitors may not have sufficient competence to advise alone will normally be in relation to the valuation of a variety of investment products and perhaps the method of disposal

Personal pension schemes (rule 5(2))

I **cannot recommend a client to buy or sell rights or interests in a personal pension scheme** but I can:

- explain the transaction to the client and give advice on the purchase or sale of such rights or interests provided that the advice does not consist of a recommendation to enter into the transaction;
- give negative advice, that is, advise the client that the client should not enter into the transaction;
- obtain advice from, and/or endorse a recommendation given by, an authorised or exempt person.
- safeguard and administer investments in connection with a matrimonial matter

I **cannot arrange the purchase** of rights or interests in a personal pension scheme except where I can assume on reasonable grounds that the client is not relying on the firm as to the merits or suitability of the transaction **but not** where the transaction involves a pension transfer or an opt out. This only affects arrangements which would bring about the transaction and would not prevent me from instructing an authorised person to make the arrangements.

I **will not as a solicitor arrange the disposal** of rights or interests in a personal pension scheme

D - Probate Work

I can do much of what is normal in a probate department without requiring FSA authorisation, (please remember I do not hold client funds) despite the fact that commonly estates contain a number of investments. In general there is little problem in complying with the "arising out of or complementary to" test in probate matters when either acting as or for personal representatives. However, as the test requires the services to be provided to a particular client, if the firm were to give advice to a beneficiary, then that would be a separate retainer and the basic conditions must be applied to that retainer. In these circumstances I would refer to an Independent financial adviser firm

Applying the broad principles, what distinguishes probate work is that solicitors on the whole are dealing with the disposal of investments rather than the purchase. However, in large estates, decisions in relation to the sale of *packaged products* and in particular, shares in public companies, will benefit from advice from an authorised person to ensure that the solicitor is providing a fully competent service.

I can deal, arrange, manage, safeguard and administer, send dematerialised instructions and advise, provided that satisfy certain conditions:-

a) No additional remuneration

For the activities of **arranging, managing, safeguarding and administering and advising**, I must not receive remuneration as a solicitor for carrying on the *regulated activities* in addition to any remuneration I may receive for providing the services of a personal representative. However, I will not be regarded as receiving additional remuneration merely because my remuneration is calculated by reference to time spent. This means that the fact that I may charge on a time basis and spend a certain amount of time carrying on a particular *regulated activity* would not result in me falling foul of this condition. (See FSA Perimeter Guidance, 1.20.2G).

Where **advising** this exclusion is limited to advice given to fellow personal representatives:

In addition, for the activities of **dealing, managing and safeguarding and administering**, I must **not** hold myself out as providing such a service as part of my solicitors practice.

I can deal as agent, make arrangements, safeguard and administer investments or give advice, where it may **reasonably be regarded as a necessary part** of other professional services. For example, where I advise and arrange for the sale of all assets to pay the debts or beneficiaries. Whilst I may be able to use this exclusion where all assets are sold, it is less likely to apply when it requires me to select which assets are to be sold, when it would be appropriate to seek advice from an authorised person. This exclusion is also subject to the condition that there is no separate remuneration for carrying on the activities in question.

Where I am a personal representative I can deal as principal, advise on and/or arrange the disposal of all types of investments in the estate in accordance with the terms of the will or intestacy, whether or not there are also lay personal representatives.

I can safeguard and administer investments in connection with the winding up of an estate

If I am a **sole personal representative**, this fact will potentially mean that the practice is managing investments in circumstances involving the exercise of discretion. In such circumstances, I can manage investments provided that either:

- all routine or day to day decisions, so far as relating to that activity, are taken by an authorised or an exempt person; or
- any decision to enter into a transaction, which involves **buying or subscribing** for an investment, is undertaken in accordance with the advice of an authorised or exempt person.

Trust work

In most cases, if firms are acting as and/or are advising trustees generally on legal and tax implications arising from the trust and are administering the day to day activities of the trust, then it is likely that this basic condition will be met. The distinction between trust and probate work is that firms acting as or for trustees will often be involved in the purchase of investments as well as the disposal of investments. I will normally have to take advice when buying particularly where I am involved in discretionary management. The exclusions for using an authorised person will be useful in circumstances where the exclusions for trustees and personal representatives do not apply. Again, to be on the safe side, consider the broad principle and take appropriate advice even when disposing of *packaged products* or shares in public companies. After dealing with the usual questions, this chapter also looks at the position of nominee, executor and trustee companies, and at regulated mortgage contracts.

For the activities of **arranging, managing, safeguarding and administering and advising**, I must not receive remuneration as a solicitor for providing the *regulated activities* in addition to any remuneration I may receive for providing the services of a trustee.

In addition, for the activities of **dealing, managing and safeguarding and administering**, I must **not** hold yourself out as providing such service.

I can deal in investments, advise on and/or arrange the **disposal of Shares, debentures, government and public securities etc**

I **cannot recommend a client or a co-trustee to buy** shares etc, but I can:

- explain the transaction to the client and give advice on the purchase provided that the advice does not consist of a recommendation to acquire shares etc;
- give negative advice, that is, advise the client that the client should not buy the shares or debentures;
- obtain advice from, and/or endorse a recommendation given by, an authorised or exempt person.
- deal in investments and/or arrange the **purchase** of shares etc.

I can advise on and/or arrange the **disposal** of. **Unit trusts, shares in open-ended investment companies (OEICS) and shares in investment trust savings schemes** but I will not as a solicitor advise or arrange the **disposal** of such rights or interests

I **cannot recommend a client to buy** arrange the **purchase of** unit trusts etc. but I can:

- explain the transaction to the client and give advice on the purchase provided that the advice does not consist of a recommendation to buy or subscribe for any unit trust etc;
- give negative advice, that is, advise the client that the client should not buy or subscribe for the investment;
- obtain advice from, and/or endorse a recommendation given by, an authorised or exempt person

Attorneys / Receivers

There is a special exclusion for attorneys, in relation to the activity of managing investments - but this requires the use of an authorised or exempt person.

This Booklet has been updated using Client Care Letters Practice Note - 10 March 2010

38.

Contracts made in homes or workplaces or during excursions
NOTICE OF THE RIGHT TO CANCEL

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'.

Under the Regulations, you have the right to cancel this contract if you wish to do so. This Notice explains how to exercise this right. It also gives you other information that is required by the Regulations.

In order to exercise your right to cancel the contract, you need to deliver or send 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.

Any cancellation notice should be delivered or sent to Graham Colley at 27 Gun Tower Mews Rochester Kent ME1 3GU or at GrahamDColley@btinternet.com.

You have 7 days in which to serve a cancellation notice. The period of 7 days begins with the date when you receive this Notice. This 7 day period is referred to in the Regulations as 'the cancellation period'.

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.

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.

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.

The identity of the trader providing goods or services under this contract is Graham Colley

The reference number, code or other details to enable the contract to be identified is None

This Notice is dated [the date of the fee agreement]

If you wish to cancel the contract you MUST DO SO IN WRITING and deliver personally or send (which may be by electronic mail) this to the person named below. You may use this form if you want to but you do not have to.

(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT.)

To: Graham Colley – Solicitor, 27 Gun Tower Mews Rochester Kent ME1 3GU
I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) wish to cancel my/our (delete as appropriate) contract

Signed

Name and Address

Date