



TERMS OF BUSINESS – IMPORTANT INFORMATION
To be read in conjunction with Initial Instruction Letter



1. Responsibility for the work

The person responsible for dealing with your case is identified in the initial instruction letter enclosed with this leaflet. This letter also lets you know who will have access to your file and who to contact when the person responsible for your case is unavailable. We have also provided you with the name of the head of department.

2. Service Standards and Responsibilities

Service standards and our responsibilities

We will:

- review the matter regularly and update you by telephone, email, text or by letter with progress concerning your matter;
- communicate with you in plain language;
- explain to you by telephone, email, text or by letter the legal work required as your matter progresses;
- provide you with a fixed fee or an estimate of costs of the case in writing at the outset and then update you in writing concerning costs incurred at least every six months;
- in contested matters and in the event of a material change of circumstances advise you about whether the likely outcome still justifies the costs and risks associated with the claim;
- advise you at the outset and keep you updated concerning the likely timescale for each stage of the matter and any important changes to those estimates;
- in appropriate cases continue to review whether there are alternative methods by which your matter can be funded;
- advise you of any changes in the law which affect your matter and advise you of any developments and/or foreseen risks which might affect the outcome of the matter;
- always act in your best interests;
- seek to obtain the best possible result for you;
- in appropriate cases give you our best advice about whether to accept any offer of settlement;

Your Responsibilities

You will:

- provide us with clear, timely and accurate instructions;
- provide all documentation required to complete the transaction in a timely manner;
- safeguard and make available to us any documents which are likely to be required by us in order to deal with the matter;
- not ask us to work in an improper or unreasonable way;
- not deliberately mislead us;
- co-operate with us; and
- go to any medical or expert examination or court hearing.

3. Hours of Business

LawOptions offices are open Monday to Friday 9.00 a.m. to 5.00 p.m. and outsource calls outside those hours to a service company which operates between the hours of 8.00 a.m. to 8.00 p.m. Monday to Friday and 10.00 a.m. to 2.00 p.m. on Saturdays. A full out of hours service for crime and employment matters is also provided.

4. Complaints

LawOptions is committed to high quality legal advice and client care and our aim is to offer all our clients an efficient and effective service at all times.

If you have any problems with the service we have provided for you then please let us know. We will try to resolve any problems quickly and operate an internal complaints handling system to help us resolve any problems. Please raise your concerns in the first place with the person responsible for your matter. If you remain dissatisfied with any aspect of our service, please contact the partner responsible for dealing with complaints, Martin Malone at 1 Temple Square, 24 Dale Street, Liverpool L2 5RL / martinmalone@canter-law.co.uk. If for any reason we are unable to resolve the problem, then the Solicitors Regulation Authority and the Legal Complaints Service provide complaints and redress mechanisms.

5. Equality and Diversity

LawOptions is 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.

6. Funding your Case

There are a number of ways in which your responsibility to pay legal costs may be met. Details of the funding arrangements applicable to your matter are outlined in the initial instructions letter enclosed with this leaflet.

7. Charges and Expenses

Our charges will be calculated as a fixed price or otherwise mainly by reference to the time actually spent by the Solicitors and other staff dealing with the work undertaken on your behalf. This will include meetings with you and perhaps others, reading and working on papers, correspondence, including emails, telephone calls, preparation of any detailed costs calculations and time spent travelling away from the office when this is necessary. Routine letters are charged as equivalent to six minutes of the hourly rate and we charge for time spent on making and taking telephone calls in six minute units. From time to time we may arrange for some of this work to be carried out by persons not directly employed by us. For all such work, our charges are noted in our initial instruction letter enclosed with this leaflet.

Unpaid Invoices/Bills – should we need to commence debt recovery proceedings to recover payments overdue by more than 30 days, we reserve the right to charge for the work done at the standard hourly rate of the person dealing with the matter.

8. Barristers' Fees

In many cases we will negotiate the settlement of claims without the need to utilise the services of a barrister. However this may be necessary and, if so, you will be notified in advance of this and provided with details of any charge incurred. If we are acting on a no win no fee arrangement and it becomes necessary to use a barrister, we will aim to arrange a no win no fee agreement with him or her as well so that your responsibility for such fees will be covered on the same basis as our own.

9. Disbursements and Expenses

Disbursements are payments we make on your behalf as the matter proceeds such as court fees and payments for medical reports. Unless you notify us in writing to the contrary, we will assume that we have your authority to incur the usual disbursements and expenses encountered in the course of the work we do for you. We will seek your express agreement before incurring on your behalf sums which are substantial in the context of the work in question. Disbursements and expenses are charged to you in addition to LawOptions's charges.

10. Payment of Interest

Any money received on your behalf will be held in our deposit account. Interest will be calculated and paid to you at the rate set by our Bank. That rate will of course change from time to time. The period for which interest will be paid normally runs from the date(s) when funds are received by us until the date(s) on the cheque(s) issued to you or the date we provide a bill to you for our charges. Not all funds held by us will earn interest and the relevant rates and periods are set out in the Solicitors Accounts Rules 1998.

11. Storage of Papers

After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses. At the conclusion of your matter, we will keep your file of papers (except those papers that you ask to be returned to you, in storage for:

- road traffic accident and other personal injury claims involving persons under 18 years old – until the person is 21 years old;
- conveyancing - 15 years
- wills, trusts and lasting powers of attorney – 105 years
- contracts and related documents – 15 years
- All other matters – 6 years

We keep files on the understanding that we can destroy them after expiry of the above noted periods. The period starts after the date of the final bill. We will not destroy documents you ask us to deposit in safe custody. 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 required and reading, correspondence or other work necessary to comply with your instructions in relation to retrieved papers;

12. Vetting of files and confidentiality

External firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files.

13. Outsourcing of work

Sometimes we ask other companies or people to do administrative functions on our files to ensure that necessary work is carried out promptly and efficiently. We always require outsourced service providers to enter into a confidentiality agreement. If you do not want your file to be outsourced, please tell us as soon as possible. LawOptions outsource the initial administrative functions on your file to a service company and a confidentiality agreement is in place.

14. Investment Business

Sometimes the work which we carry out for clients involves investments. We are not authorised by the Financial Services Authority and so may refer you to someone who is authorised to provide any necessary advice. However, we may provide certain limited 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.

15. 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 investment advice you receive from us, you should raise your concerns with either of those bodies.

16. Consumer Protection

If we have not met with you, the Consumer Protection (Distance Selling) Regulations 2000 apply to your case. This means you have the right to cancel your instructions to us within seven working days of receiving this leaflet. You can cancel your instructions by contacting

us by post, fax or e-mail. Your notice to cancel must be in writing. Once we have started work on your file, you may be charged if you cancel your instructions.

If you would like us to commence work on your file within the next seven working days, please ensure you complete the authority attached to this leaflet.

17. Minimal Balances on Client Account

If, at the end of your case there is a balance in your client account of £5 or less, the firm reserves the right to donate this figure to a charity of choice. Should you not agree to this, please notify us in writing.

18. Data Protection

LawOptions is compliant with the terms of the Data Protection Act 1998. Our registered data controller is Mrs Louise Burns-Lunt. 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. Please sign the declaration to confirm your agreement to this.

19. Money Laundering

We are legally required to obtain satisfactory evidence of the identity of our clients and sometimes people connected with them. This is because solicitors, who deal with money and property on behalf of their clients, can be used by criminals who want to launder money. To comply with the law, we need to get evidence of your identity at the outset of the case. Our practice is to firstly input all your identity documents into our computer system. We then use an electronic search facility which will verify identity details. The search procedure leaves a 'footprint' on your credit report but does not affect your credit score. There is a fee for this search which changes from time to time, although this is only a nominal charge. The fee will appear on your bill under disbursements or expenses, broken down into the charge and VAT. 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.

20. ID Checks

For the majority of matters conducted by LawOptions our electronic search to confirm your identity is sufficient, however there are matters which require additional proof of identity and you may be requested to provide us with your current photo card driving license or your passport, plus an item of evidence to prove your address, such as a recent utility bill.

21. Notice of Right to Cancel

This paragraph only applies when you have signed your contract in the presence of a representative of this firm in your home or place of work, or signed pursuant to such a meeting.

This contract is between you and LawOptions and the contract date is the date of the initial instruction letter, enclosed with this leaflet. The unique reference number for your matter is shown on the front page of the initial instruction letter enclosed. You have the right to cancel this contract if you wish and this right can be exercised by delivering, or sending (including electronic mail) a cancellation notice to the person indicated in the initial instruction letter attached at any time within the period of seven days starting with the day of receipt of a notice in writing of the right to cancel the contract. The addresses of our offices are printed on this leaflet and the address of the office where your matter is being dealt with is the address shown on the initial instruction letter enclosed. Please note that you may be required to pay for legal services supplied if the performance of the contract has begun upon your written agreement before the end of the cancellation period. A statement of that notice of cancellation is deemed to be served, as soon as it is posted or sent to our office or in the case of an electronic communication, from the day it is sent to us. Should you wish to cancel the contract you may use the 'Cancellation Form' attached to the initial instruction letter, which is enclosed with this leaflet.

22. Cash

Please note that LawOptions only accept cash up to a limit of £500.00 in any 28 day period. If clients circumvent this policy by depositing cash direct with our bank, we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds. We also reserve the right not to accept this payment and may charge for any additional bank transfer should we return the money to you. As alternatives to cash we accept payments made by cheque, bank transfer and all major debit and credit cards.

23. Transfer and transmission of funds

All transfer and transmissions of client funds are made at our clients' risk and LawOptions shall not be liable for any loss, damage or delays howsoever caused which are not directly caused by gross negligence on the part of any of our employees

24. Mortgage Fraud

In conveyancing matters where we act for both you as the purchaser and your proposed lender, we have a duty to fully reveal to your lender all relevant facts about the purchase and mortgage. This includes any differences between your mortgage application and information we receive during the transaction and any cash back payments or discount schemes that a seller is giving you.

25. Applicable Law

Any dispute or legal issue arising from our terms of business subject to the laws of England and Wales and the exclusive jurisdiction of the English and Welsh courts.

26. Terminating the Retainer

You may end your instructions to us in writing at any time, but we may keep all your papers and documents while there is money still outstanding to us for fees and expenses.

We may decide to stop acting for you only with good reason e.g. if you do not pay an interim bill, a conflict of interest becomes apparent or if we think that you will lose your case and you disagree. We must give you reasonable notice that we will stop acting for you.

If you or we decide that we should stop acting for you, you will pay our charges up until that point. These are calculated on either an hourly rate or by proportion of the agreed fee, as set out in the initial instructions letter enclosed.

27. Acceptance of Terms

As an indication of your acceptance to our terms of business, please sign and return the declarations covering: terms of business; distance selling; confirmation of instructions to act on your behalf and your agreement for other information to be sent to you. If you wish to provide notice of cancellation of this contract, please sign the cancellation notice or provide us with written cancellation.

We cannot carry out any work on your behalf until the above documents are returned. A pre-paid envelope is attached for your convenience.

1 Temple Square
24 Dale Street
Liverpool
L2 5RU

Century House
Hardshaw Street
St Helens
Merseyside
WA10 1QW

18 Newtown Gardens
Kirkby
Merseyside
L32 8RR

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