

what do we do?

We look after our clients as if they are close friends or family members

- We are not stuffy, but approachable and friendly
- We give punchy, practical, jargon-free and actionable help
- We keep clients' legal difficulties and expenses to a minimum
- We use our knowledge and experience to benefit our clients
- We do not generate a snowstorm of paperwork to baffle the other side, inflate our bill or protect our own back we use a rapier, not a blunderbuss; a screwdriver, not a sledgehammer
- We do not raise unnecessary enquiries or obstacles, but instead find ways to overcome problems pro-actively
- We are devoted to using clear language and to empowering our clients

what do we need from you?

At the outset, and before we can do any work for you, we need you to

- authorise us to act for you on the basis of these terms of business (by completing, signing and returning the authority form) and
- provide proof of identity: usually photographic identification (original passport or photocard driving licence or copies certified by a solicitor) from you, combined with online verification by us, is sufficient -if this does not work in your case, we will ask you for further means of identification. This is a strict requirement under the Money Laundering Regulations. Until it is completed, we are not allowed to act for you in any transaction.

Depending on the particular transaction, there may well be other forms to complete, instructions and information to give, etc, as things progress. We can deal with these if needed.

By accepting these terms of business, you authorise us to

- act as your agent, both generally and (when appropriate) to give electronic signatures on your behalf; obviously, we will not commit you to any obligations without your approval, but you will be bound by such obligations as if you had entered into them yourself direct; and
- make "suspicious activity reports" under anti-money laundering laws if we feel it is appropriate; in accordance with the relevant laws, you will not be informed if we make such a report, yet you must indemnify us against all claims and costs that result. It is therefore important to avoid any suspicious circumstances - if in doubt, speak to us before arranging for any funds to be sent by or to a third party, for instance.

who will do the work?

As a sole practitioner, Justin Nelson will be ultimately responsible for all the legal work. If at any time you have any questions or problems, that cannot be satisfactorily resolved by members of staff, please contact him. Some aspects of some types of work will be managed by members of staff, whose details will be given to you, but always under Justin's supervision.

All legal work not handled by Justin directly will be handled by a suitably qualified lawyer, whose name and status you will be told.

If you want to speak to the person in charge of your work and they are not available, support staff will be happy to help you where they can or take a message. If you just want a call returned, let them know, and we will telephone you as soon as we can. It helps if you leave a message, and saves you money.

We have arrangements to manage the practice and look after clients' affairs if Justin is ever absent due to holiday, illness or emergency. Contact should still be made through the office so that we can make sure that your interests are fully protected.

We cannot be experts in every field of law, so concentrate on particular areas of work. We can refer you to appropriate specialists to handle work that is outside our chosen areas. However, the choice of solicitor will always be yours.

Similarly, we are not tax or planning experts, and our work will not include giving advice on any tax or planning aspects. We are quite prepared to involve a tax or planning expert - as appropriate - to advise on these issues (for which he or she will bill you direct) if you want.

how long will the work take?

The short answer is, "We do not know" - so much depends on the speed with which others involved in the matter work, the extent to which they cooperate and on any unexpected problems that occur. All we can promise is to deal with everything promptly and to keep you informed of progress. We expect to return telephone calls within the same or the next working day and to reply to routine correspondence within two working days. More complex correspondence, drafting work, etc, will normally take longer, though we will deal with it as quickly as we can commensurate with giving it due care and attention.

If you need us to comply with a specific timescale or meet a particular deadline, please tell us as soon as you know, so that we can do our best to achieve this.

Under the Distance Selling Regulations, if you are a consumer, you may be able to cancel your contract with us within 7 days of accepting these terms by telling us in writing. As a result, we will not start work until 7 days after you accept these terms, unless you tell us (in writing) that you want us to start immediately - the authority form provides for this. Further, the 30 day "performance period" envisaged under those regulations does not apply to this work: we will do the work as quickly as practicable, but cannot predict how long that will be, largely because we are likely to be dependent on other parties' involvement.

what will the work cost?

Where the amount of work involved can be estimated beforehand, we will give you an estimate of our likely charges. If we give you an estimate, we will not exceed it without warning you, but any figure given will not be a fixed price unless specifically identified as such.

For most work, our charges will be calculated mainly by reference to the time (in six minute units) spent by qualified lawyers on your work in personal meetings, correspondence, telephone calls, research, travelling and waiting time, etc.

In addition, by law, they must reflect certain other aspects of the work, such as its urgency and complexity and its monetary value and importance to you. We account for these factors by specifying an appropriate hourly rate (a relatively low rate for straightforward, non-urgent work; a relatively high rate for urgent, extremely valuable or complex work; etc). If the application of the hourly rate results in a bill that is too high or too low, we will suggest a suitable adjustment.

The current hourly charging rate for your work is stated in our covering letter or legal expenses estimate. This is the rate (plus VAT and expenses) at which we will charge you: there is no further mark up as some other firms add. We review our rates every February and August and will tell you of any changes.

If you want to put a limit on the costs, please tell us. This limit can be either the most you are willing to spend on the case, or the most you are willing to spend without further discussion. We cannot guarantee to complete the matter below your limit, only to stop work when our fees reach that level.

For some work, we can offer a fixed fee, which you can agree or instead choose that we should charge at an hourly rate. If you choose a fixed fee, the work covered by it will be only that which is agreed at the outset any extra work will be charged additionally, but we will not undertake any additional work without your agreement.

Our fees exclude VAT, which we will add at the rate in force when the bill is issued. You may also need to pay various out-of-pocket expenses (disbursements), which we will notify to you as they arise.

There is no extra charge if an outside lawyer deals with your work as a locum. If a lawyer employed by me does, you will be charged at their appropriate rate for the work. If an external specialist lawyer or other adviser is involved, he or she will bill you directly.

who has to pay?

Our fees and expenses are payable by you, whether or not someone else has agreed to indemnify or reimburse you.

You may have legal expenses insurance, for instance under your car or household insurance: this must be invoked before you accept these terms, or your insurer will refuse to pay. We will be pleased to help with this, but we need to see the relevant policies now.

If there is more than one of you, you will be jointly and individually liable for money due to us, so we do not have to ask each of you to pay part of our bill, but can insist that any of you pays us in full.

To minimise expense and delay where there is more than one client, you can nominate one of you to liaise with us - the authority form allows for this.

Please also bear in mind that we can only represent you if you agree with each other on what is to be done. If there is any conflict of interest, we will have to stop acting for any of you.

If you instruct us to do work for a limited company, you will be personally responsible for payment if the company fails to pay. We know that some people do not want to give personal guarantees for their companies, but feel that, if you do not trust your company to pay, you should not expect us to take the risk.

how to pay

For anti-money laundering reasons, we operate a "no cash" policy for payments over £500: all other payments must be by cheque, credit or debit card or (preferably) BACS or same-day electronic transfer.

At the appropriate time, we will give you details of the relevant bank account to which funds should be credited. Do not pay funds direct to our account without agreement since, under anti-money laundering legislation, it may be frozen and result in a suspicious activity report being made.

In conveyancing and other transactions, we will let you know before the completion date what fees and expenses are involved, covering the work to date and the estimated remaining work. If substantially more than the estimated future work is in fact required, we may have to render a supplementary bill, but we try to avoid this. If there will be money due to you on completion, we will deduct our charges and expenses from that money and send you the net amount. If there is money needed from you (including for our fees) we expect to have that money (as cleared funds) before completion. In either case, we cannot pay out money to you or on your behalf unless we have that money as cleared funds in our account.

For other work that should not last more than a few weeks, we will either expect payment of an agreed fixed fee in advance or send you a bill when our work is finished. That bill should be paid by return.

In other work that lasts longer, we usually ask for payments as we go, and issue bills at reasonable intervals for work done so far. These may be monthly if we are busy on the case, but will be less frequent when there is less activity. Again, we expect you to pay by return. These interim bills will not necessarily be final bills for all work done to that date: they will be on account of the full bill for the completed work.

If you pay late, we charge interest (at the statutory debt rate at that time) on any overdue amounts and may stop work until the account is brought up to date. We will also keep (ie: claim a lien over) any documents or funds of yours that we hold until all sums due to us are paid, and may pay the debt using funds held by us for other purposes on your behalf.

Do not pay funds direct to our bank account without our agreement since, under anti-money laundering regulations, it will be frozen and may result in a suspicious activity report being made.

We may ask for payments on account of anticipated fees or expenses. Any money paid on account is kept in clients' account (separate from our own office account) until it is needed, and earns interest while unused. **PLEASE NOTE:** Unless the amount payable would be less than £20, we will credit you with the interest that our bank would have paid were the money held in a separate deposit account, after deducting -

- a modest administration charge for calculating the interest and,
- a fair discount to compensate us for paying you interest before we are paid by the bank

If we are likely to hold funds for you for a lengthy period of time, we will normally suggest opening a deposit account specifically for those funds, with the interest being paid to you (or as otherwise agreed)

If we deduct income tax from any interest payable to you, we will let you have a tax deduction certificate. If we pay you the money without deducting tax, you must pay the tax due on it, by including it as income in your next tax return.

If we introduce you to another adviser (eg: a financial adviser) we may be paid a commission for this. That commission will normally cover the work involved in effecting the introduction and routine liaison with the adviser in future. We will tell you the amount (or likely amount) of the commission, to ensure you have no objection to us keeping it. Any commission will reduce our bill that would otherwise be payable by you. Whether commission is paid or not, we will only recommend an adviser that we think is right for you.

minimising our charges

If we have given a fee estimate or agreed a fixed fee, this will be on the basis that no delays or difficulties will be caused by you or others and that there will be no significant unexpected complications or problems.

There are some simple things you can do to help us minimise our bill

- Please give us all the information we ask for as soon as you can.
- For non-urgent information, please bear in mind that we can handle letters, faxes and e-mail much more efficiently than telephone calls (which are often very time consuming).
- You can often do some work yourself, such as agreeing what fixtures and fittings you want to buy or sell when moving house, or preparing a diary of events.

querying our charges

If you think we have overcharged you, please tell us: we may have made a genuine mistake, which we would be keen to correct.

If we cannot agree on what is an appropriate fee, you have certain rights:

- You can ask for a detailed breakdown of our fees calculation - if the work justifies it, the detailed bill can be higher than a previous non-detailed bill.
- You can ask the court to check our bill - you must apply to the court direct and, depending on the outcome, you might have to pay our costs for this process.
- You can invoke our complaints procedure - see below

We can let you have more details of these rights if needed, but accepting these terms means you agree our hourly charging rate, so restricts your ability to challenge that element of our calculation of the bill.

complaints and claims

As well as the above specific rights, if you are not happy with the service you have received from us, please tell us why, and we will try to resolve any problems. If you are still not satisfied, please ask us for written details of the complaints procedure that you can invoke.

We emphasise that we aim to offer all our clients an efficient and cost-effective service, and are confident that we will do so for you. However, mistakes do happen and, if you are unhappy with any aspect of our service, please speak to us. We want all our clients to be satisfied.

If you are not satisfied with the way we treat a complaint, you may - within 6 months of our final decision being notified to you – refer the complaint to the Legal Ombudsman, who can be contacted –

- by telephone: 0300 555 0333 (from overseas, +44 121 245 3050) 8.30am - 5.30pm
- by email: enquiries@legalombudsman.org.uk
- by post: PO Box 15870, Birmingham B30 9EB
- via the website: www.legalombudsman.org.uk

We are insured on a world-wide basis under an approved indemnity scheme – with XL Insurance Company Limited (part of the XL Group of companies) of XL House, 70 Gracechurch Street, London, EC3V 0XL (tel: 020-7933-7000; fax: +44 0-20-7469-1000) unless we tell you this changes - against claims for negligence and breach of contract,

subject to certain limits. In particular, unless legally obliged otherwise, we do not accept liability for more than the level of cover required under the scheme (currently, £2,000,000).

communications

We will normally contact you by letter or telephone. Please tell us if you prefer us to routinely use fax or e-mail (or, for conveyancing progress reports, text-

message - there is a small additional charge for this). There is a risk that a communication (perhaps particularly by fax or e-mail) might be intercepted or get lost, so please consider carefully which form of communication you would prefer.

We can confirm our advice to you in a letter - please specifically ask us to do this if the advice is important to you.

If there is more than one of you, you may wish to nominate one person to represent you all in dealings with us. If so, please give that person's name as the contact on the authority form. Any one of you can cancel this arrangement by writing to us.

When we send you documents to sign and return, we will normally include a *Business Reply* envelope for your convenience. We also have a Freepost address that you are welcome to use:

Freepost RRRL-SLRY-GGLS
Nelsons
Bell House
Bells Lane
TENTERDEN
TN30 6ES

There are some particular points to bear in mind in relation to email communication:

- We check our email fairly frequently - at least once a day. We will always reply promptly to emails, even if only by way of a brief acknowledgement initially. A full reply may take longer to compose, however. Please do not assume that, simply because you have sent a message, it has been received: if you do not get an acknowledgement within 24 hours or so, please re-send the message, or contact us in some other way to ensure your message has arrived
- You should treat the security of email messages about the same as a message on a postcard anyone along the chain of

distribution could get to see what you or we have said, and it might even end up in someone else's hands. If you or we have sensitive messages to send, we can agree to use encryption - subject to the point that this is illegal in some jurisdictions, and we have no way of ensuring that messages are not routed through those jurisdictions. Please tell us if you want us to encrypt our messages, so that we may discuss how. Alternatively, sensitive messages can be sent by some other, more secure, medium.

- messages, so that we may discuss how. Alternatively, sensitive messages can be sent by some other, more secure, medium.
- Unless you specifically instruct us otherwise, we will assume that, if you authorise us to communicate with you by email, you also authorise us to communicate by email with others on your work.
- Email lacks various cues and clues that convey the sense in which what is said is to be taken, and can easily convey the wrong impression. If any of our emails appears to be stuffy or casual or curt, due to its tone or style, we do not mean to be rude, and apologise in advance.
- We will try to keep messages fairly brief, and would prefer you to do the same: most people wouldn't choose a computer screen to read text on in preference to a printed document, and it can get very tiring. Lengthy or detailed messages are not normally appropriate for emails, and we will normally send such messages as attachments or by another method.
- If you would prefer email attachments to be in a particular format (as a .txt file or as a Word document, for instance), please tell us and we will do our best to accommodate you.
- We have several email addresses, having collected them over time. Which one we use to send emails will depend on various factors (whether writing from the office or from home, for instance), and we hope that receiving e-mails from different addresses will not cause confusion. To contact us, a prompt reply to a recent e-mail we have sent you will find us, but if you send us an e-mail

after a gap of months, please use mail@nelsonslegal.co.uk - emails to that address will automatically be forwarded to our current main address.

financial services and insurance arrangements

We are not authorised by the Financial Services Authority but by the Law Society under its delegated authority. If, while we are acting for you, you need advice on investments or insurance contracts, we may have to refer you to 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 and we can carry on "insurance mediation activity", which is broadly the advising on, selling and administration of insurance contracts, limited to incidental indemnity insurance policies for risks such as title defects, chancel repairs liability and similar. In sourcing these policies, we do not review a wide range of available products in the market. Instead, to minimise legal costs and in view of the low cost of these policies, we source them from one or two preferred intermediaries or insurers.

We can introduce you to an insurance broker for more detailed insurance advice, or to an independent financial adviser for more detailed financial advice.

Our legal authority for the financial and insurance advice we do give work arises from the fact that Justin is a member 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, and we are included on the register maintained by the Financial Services Authority, which can be accessed at www.fsa.gov.uk/register.

The Solicitors Regulation Authority (www.sra.org.uk) is the independent regulatory arm of the Law Society. The Legal Services Ombudsman - www.olso.org - is the independent complaints-handling body. If you are unhappy with any investment or insurance advice you receive from us, you can raise your concerns with either of those bodies.

at the end of a matter

You may terminate your instructions at any time by writing to us, but we may keep all your documents until you have paid us in full.

When our work on any particular subject is finished, we will archive our file for at least six years. At the end of that time, unless there seems to be a good reason for keeping the file, we will destroy it (this does not apply to any deeds, Wills, Codicils, etc, we hold in safekeeping for you: only to the working file).

If you would prefer us to send the file to you after the six-year archive period, instead of destroying it, please tell us before the file is archived. Frankly, the file is unlikely to be of any use or interest after six years but, if you would prefer it not to be destroyed, you will be welcome to have it.

We can retrieve archived files to answer any questions you might have. There is normally no charge for this if the matter has recently finished, as the file will be stored at our office for about six months after the matter ends. Once a file is archived, or if a significant amount of time or work is needed to answer your queries, we reserve the right to charge retrieval and copying costs and for our time.

We always welcome constructive criticism. If, at any stage of a transaction (particularly at the end) you have any comments or suggestions to make, good or bad, we would be pleased to hear them. We try continuously to improve the service we give my clients, and clients themselves are the best people to tell us how we can achieve this.

We look forward to working with you.