

Terms of business for Nelsons Legal

Who are we?

We are Nelsons Legal Limited (company number 08821202) of Bell House, Bells Lane, Tenterden, Kent TN30 6ES, offering clear, independent legal advice for individuals and small businesses. We are not solicitors or other regulated lawyers.

What do we do?

We offer legal advice and assistance, concentrating on the following areas of work:

- drafting, analysing and advising on commercial leases
- commercial transactions not involving the sale or purchase of property
- company work, including acquisitions and disposals
- drafting terms and conditions of business
- residential tenancy advice work
- preparation of Wills and lasting powers of attorney
- winding up estates
- general legal advice and “signposting” to other specialists

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 you or the other side, inflate our bill or protect our own back – we use a rapier, not a blunderbuss; a screwdriver, not a sledgehammer
- We find ways to overcome problems pro-actively and do not raise unnecessary enquiries or obstacles
- We are devoted to using clear language and to empowering our clients

What do we need from you?

At the outset, 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, if we do not already have it: usually, suitable photographic identification 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.

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

Who will do the work?

Most of the legal work is handled by Justin Nelson, a non-practising solicitor. Some work may be handled by other members of staff, whose details will be given to you, as appropriate.

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 lawyer 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 so wish.

Further, we are not authorised by the Financial Services Authority. If, while we are acting for you, you need advice on investments or insurance contracts, we will have to refer you to someone who is authorised to provide the necessary advice.

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 the same day or early 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 is 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 return the completed authority form, 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 may be dependent on your and perhaps other parties' involvement.

What will the work cost?

In most cases, we will agree a fixed fee with you, which we expect to be paid in advance.

If a fixed fee is not appropriate, we will give you as firm and clear an estimate as possible of our likely charges, and the amount of that estimate should be paid in advance. If we give you an estimate, we will not exceed it without warning you.

If the work is not the sort that can be estimated in advance, we will agree a fee rate with you and bill you periodically (normally monthly) so the expenses are kept under control. If you want to put a limit on the fees in such cases, please tell us. This limit can be either the most you are willing to spend on the work, or the most you are willing to spend without further discussion. We cannot guarantee to complete the work below your limit, only to stop work when our fees reach it. This could mean you incur cost with no tangible result.

In addition to our fees you may also need to pay various out-of-pocket expenses (disbursements), which we will notify to you as they arise.

Who has to pay?

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

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.

Please also bear in mind that we can only represent you if you agree with each other on what is to be done: if any conflict of interest arises, we will tell 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

We operate a "no cash" policy for payments over £500: all other payments must be by BACS (preferably) or by cheque or credit or debit card.

At the appropriate time, we will give you details of the relevant bank account to which funds should be credited. Please do not pay funds direct to our account without agreeing this with us.

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.

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 who 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 your bill -

- Please give us all the information we ask for promptly
- For non-urgent information, please contact us by email, letter or fax as we can deal with these much more efficiently than telephone calls
- Putting paperwork in date order and preparing a diary of events helps progress matters quickly.

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.

Complaints and claims

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. If you are unhappy with any aspect of our service, however, please speak to us and we will try to resolve any problems. We want all our clients to be satisfied.

We are not regulated by anybody, nor do we carry indemnity insurance cover.

Communications

We will normally contact you by email, letter or telephone. Please tell us if you prefer us to routinely use a particular method. There is a risk that a communication (particularly by fax or e-mail) might be intercepted or get lost, so please consider carefully which form of communication you would prefer.

If you want to speak to the person handling 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 are happy to 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 frequently, except when the office is closed. 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. 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.
- 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.
- We believe emails should be kept fairly brief. Lengthy or detailed messages are not normally appropriate for emails, and we will

normally send such messages as attachments or by post.

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 the 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 would 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 may 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 our clients, and clients themselves are the best people to tell us how we can achieve this.

We look forward to working with you.

Nelsons Legal Limited: Bell House, Bells Lane, Tenterden, Kent TN30 6ES

Tel: 01580 767100 Fax: 01580 767101

Email: mail@nelsonslegal.co.uk Web: www.nelsonslegal.co.uk

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