



TERMS AND CONDITIONS OF BUSINESS

This leaflet sets out our terms of business and the basis upon which we calculate fees. All instructions which we accept are upon these terms and conditions. Please read this leaflet carefully and if you have any queries please raise them with us as soon as possible.

Any reference to "us", "our", "we", "LLP" or the "Firm" throughout this document or any other correspondence which you receive from us shall refer to Gepp & Sons Solicitors LLP (trading as 'Gepp Solicitors'), a limited liability partnership registered in England and Wales at Companies House under registration number OC397512. The registered office of the LLP is at 58 New London Road, Chelmsford, Essex, CM2 0PA.

Any reference to a "Partner" throughout this document or any other correspondence which you receive from us shall refer to a Member of the LLP or a Salaried Partner employed by the LLP. A list of the Members of the LLP is available at 58 New London Road, Chelmsford, Essex CM2 0PA.

1 Care of Case

You will be advised of the person primarily dealing with your work and of the Partner with ultimate responsibility for the conduct of work done on your behalf. The Partner with responsibility for client care is Neil Ashford.

2 Instructions

- 2.1 If you are a client who is not a private individual we will accept instructions from anyone within your organisation who asks us to undertake work on your behalf. If you only wish us to deal with specific individuals you should identify these people in writing to us. We are then entitled to assume that such people are authorised to represent you.
- 2.2 If you are a private individual and you wish us to communicate with a third party (i.e. husband, wife, partner) then you must authorise us to do so in writing and that authority will remain in place unless terminated by you by written notice.
- 2.3 Where we are jointly instructed by more than one client, unless advised otherwise, we will assume that we are authorised to accept instructions from any one of those clients. In those circumstances we will not approach all clients involved in that matter, for confirmation of instructions.



3 **Cost Benefit Analysis**

During our initial contact we considered the potential benefit of the course of action proposed relative to the likely cost and on that basis, you have decided to proceed.

4 **Fees**

- 4.1 Our fee structure is dependent on the nature of the matter. Our charges for our work will either be calculated at an hourly rate or a fixed fee. A credit administration charge may be added. All quotations exclude Value Added Tax which will be charged as appropriate on fees and other services supplied directly by us.
- 4.2 Hourly rate - The hourly rate charged is dependent on the type of matter involved and on the seniority of the person dealing with your matter. You will be advised of the relevant rate when instructions are first taken and given an estimate as to the likely time involved based on the information you have supplied.
- 4.3 You will be advised as soon as possible if it subsequently becomes apparent that the time estimate will be exceeded. In the event that your matter is particularly complex or needs to be dealt with as a matter of urgency, a premium rate may be charged. You will receive prior notification of such premium rate. Hourly rates for each person are reviewed from time to time, and you will be advised in writing of any change.
- 4.4 Fixed Fee - A fixed fee for work undertaken may be negotiated in certain types of cases, however, we reserve the right to re-negotiate our fees in the event that the matter becomes more complex or lengthier than originally estimated.
- 4.5 In all contentious matters estimates are given based upon your initial description of the matter in dispute and upon such documentation as you give us to consider. Should it transpire that the matter is more complicated or will be more time consuming than we could have reasonably expected from the preliminary review, then we will advise you accordingly and the basis of our future charges or payment on account of costs may change accordingly. If we cannot agree the new basis then we reserve the right to cease acting for you and in those circumstances we will be entitled to charge you for all time spent up to that point in time. Such charges shall be determined with reference to our hourly rates (see Client Care letter).
- 4.6 Credit Administration Charge - A fee will be added to each bill rendered in respect of the cost of extending and administering credit accounts. This charge will be waived and may be deducted if payment is made promptly within 30 days.
- 4.7 Electronic Payments - Payments made on your behalf using the banks CHAPs, BACs or International payment electronic payment system will incur a processing fee of £30 for CHAPs and International payments and £20 for BACS payments, plus VAT.



5 Disbursements

In addition to our fees, your total costs may include payment to third parties incurred on your behalf [such as experts, barristers, the land registry etc.]. These fees are known as "Disbursements". We will require you to place us in funds before we incur disbursements on your behalf. Please respond quickly to our requests so that we can deal with the matter promptly. Where disbursements are relatively small we may exercise our discretion and make the payment without prior recourse or your specific instructions. If you prefer we will not make any such payments without reference to you although this may cause delay.

6 Payments on Account

It is our standard practice to request payments to be held by us on account of our fees and disbursements and make the receipt of such payment a condition of accepting instructions. You should note that the initial payment on account will be retained and be credited against your final bill. We may at any stage of the matter ask for further payments on account if the fees we have incurred or are likely to incur exceed the payment you have already made and we may refuse to act further should such payments not be forthcoming.

7 Money Laundering

- 7.1 This Firm operates an Anti-Money Laundering policy. We require that whenever our clients provide us with funds in excess of £500, that these funds take the form of a direct transfer from a UK clearing bank, or where the receipt of cleared funds is not imperative, by cheque, debit card or credit card.
- 7.2 In addition we are required to ascertain the identity of the source of funds for any transaction and you may, therefore, be asked questions relating to this. Further, you will be required to prove your identity by means of driving licence or passport and a recent utility bill. These are measures that the Government has stipulated should be used to assist in the battle against money laundering in this country. We therefore reserve the right to postpone or cease our work for you in this matter if we do not receive your evidence of identity and proof of address within 14 days of our request
- 7.3 Under the Proceeds of Crime Act 2002, the Terrorism Act 2000 & the The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 we may be obliged, without reference to you, to make a disclosure to the National Crime Agency (NCA) (www.nationalcrimeagency.gov.uk) where we have reason to believe that money laundering may be taking place. We therefore reserve the right to give the NCA such notices as we deem appropriate without notice to or discussion with you.
- 7.4 We expressly exclude liability for loss or damage as a result of compliance with the Money Laundering legislation and regulations.



8 Interim Notices

Where it is appropriate to do so, we will render interim bills on a regular basis covering both our fees and disbursements incurred.

9 Payment of Bills

9.1 All bills become due for payment on presentation. Where credit terms have been granted for on-going matters, payment must be made within thirty days of the date of the bill without any deduction except in respect of any Credit Administration Charge. Bills may be paid in cash up to a value of £500, by cheque, Visa or MasterCard, bank giro credit or bank transfer or standing order or other means by prior agreement.

9.2 If payment is not received within 30 days the Credit Administration Charge becomes payable and we reserve the right:

9.2.1 to suspend work on that matter and any other matter and to instruct our agents e.g. barristers and enquiry agents to suspend work.

9.2.2 to cease to act for you and to withdraw from the Court record as your Solicitors.

9.2.3 to charge interest on the total amount owed to us by you at the rate of 4% above Royal Bank of Scotland PLC basic rate commencing from 30 days after the date of the unpaid bill.

9.2.4 to retain all documents, working papers, title deeds and other documents in our possession relating to any matter until all outstanding bills are paid in full, including Credit Administration Charges, interest and any costs incurred in pursuing the recovery.

9.3 Where we hold sums on account or funds from a third party on your behalf, fees and disbursements will be deducted and the balance paid to you no Credit Administration charge will be made in these circumstances.

9.4 You have a right to object to our bill and apply for an assessment of the bill under part III of the Solicitors Act 1974.

10 Property Purchase and Sale Transactions

The nature of this type of work will always require us to be in possession of cleared funds to cover the full value of the transaction including all fees, disbursements and taxes related to the transaction, no later than mid-day on the contracted day of completion. We will not accept liability for late completion where funds remain uncleared at this time where due notice of the requirement has been properly given. Further information about the provision of cleared funds is set out in clause 16 of these terms.



11 **Abortive or Terminated Work**

We will charge for work done on your behalf and disbursements paid up to the time when the matter proves abortive or you terminate your instructions. If required, your files and other papers will be released once payment of all your accounts has been made.

12 **Corporate Clients**

Instructions taken on behalf of corporate clients are accepted on the basis that the directors and shareholders of the company personally indemnify us in respect of our fees.

13 **Litigious Matters**

13.1 In any non-public funded litigation case (and in certain other limited circumstances) you will have a potential liability for your own costs and those of any other party including:

13.1.1 Your own costs even where an Order for Costs is made against your opponent.

13.1.2 Your opponents' costs as well as your own if the case is lost.

13.1.3 Your own costs even if the case is won where your opponent may not be ordered to pay all of your costs or be capable of paying the full amount or is publicly funded by the Legal Aid Agency.

13.2 It is important therefore that you check and/or discuss the following with us:

13.2.1 Eligibility for Legal Aid.

13.2.2 Insurance i.e. Household Insurance or Holiday Insurance or Business Insurance which covers some legal expenses.

13.2.3 The ability to take out After the Event Insurance to protect you against costs being awarded against you.

13.2.4 Where you are a member of a Trade Union or Employer's Scheme which provides legal cover.

13.2.5 At the conclusion of a case which is conducted in Court, the Court may make an Order for one party usually but not always the loser to pay all or some part of the other party's costs. You should note that the winner rarely recovers all his costs because costs are usually awarded on what is known as the "standard basis". This would mean that the winner will not recover more than about two thirds of his costs from the loser. In certain cases there are other bases on which costs are likely to be awarded and in matters before the Employment Tribunal and claims against the Criminal Injuries Compensation Board no costs are awarded in any event. It is important to appreciate that normal costs are not ordered to be paid by the loser in litigation until after the conclusion of the action. This may be some considerable time after the action



begins. In the absence of agreement on the amount of costs and unless a specific sum of costs is awarded the costs then have to be assessed by the Court in a process called Assessment of Costs. The Assessment of Costs process takes time and a winning party may have to wait for this to be completed (sometimes up to 9 months) before the paying party is Ordered to pay a specific sum of costs. It is only after the paying party fails to comply with the Court Order that the losing party can commence recovery proceedings. The losing party may have to pay interest on the amount of the assessed costs from the date of the Court Order at present at 8% per annum until actual payment. Even if you recover costs in your action you must appreciate that you may not be able to recover these if the paying party is simply not capable of paying. You should be aware that you are generally unlikely to recover costs against a person funded by the Legal Aid Agency. Irrespective of what Order for costs you obtain and whether or not you are successful in recovering those costs you remain liable to this firm for all costs and disbursements incurred by us on your behalf. Further costs and disbursements will inevitably be incurred in the Assessment process and in subsequent Enforcement proceedings.

14 **File Retention**

We are entitled to retain our files and any documents we are holding on your behalf until all our accounts have been paid in full. Unless you request the return of any papers we shall keep all files relating to completed matters in storage for not less than 6 years. At the end of that period those files will be destroyed. We do not normally make a charge for retrieving stored papers which relate to current matters although we reserve the right to charge you for any time spent in retrieving papers relating to completed matters and for any time spent in reading the file, writing letters or doing any other work at your request.

15 **Third Party Recommendations**

If we should recommend the services of anyone to you such as Accountants, Surveyors, Barristers or anyone else we shall do so in good faith and this shall be the sole extent of our liability with regard to the recommendation in question.

16 **Clearance of Funds**

Where payments are to be made to third parties on your behalf, seven working days must be allowed for clearance of any cheques, including Bankers Drafts, deposited with us for the purposes of making such payments. Debit Card and on-line bank transfers require three days to clear. We would recommend that direct bank “same day payments” (CHAPS) transfers are used wherever possible.

17 **Bank Interest**

17.1 Payment of interest on monies held in client account is governed by the Solicitors Accounts Deposit Interest Rules. If we hold money on which interest may be payable to you, we



reserve the right to deposit the money either in a separate designated deposit account or to hold it on our general client account and to pay interest in accordance with the above Rules.

- 17.2 In the event that the rate of interest that we receive from our bank (currently the Royal Bank of Scotland PLC) falls below 0%, we would be charged interest (rather than receiving it) on any monies held in our client account on behalf of our clients. Should this occur, a fair and reasonable sum equal to the cost of holding any monies on account on your behalf will be charged to you for the duration of time for which we hold those monies on account, or (if earlier) until we are no longer charged such interest. For the avoidance of doubt, this charge would also apply to monies held for third parties on your behalf, such as purchaser deposits or rent deposits.

18 **Limitation of Liability**

- 18.1 We are permitted to limit our liability to our clients provided that:

18.1.1 The limit on our liability is reasonable and not below the minimum level of the cover required by the Solicitors Indemnity Rules currently £3,000,000.00 and

18.1.2 We do not limit our liability for death or personal injury resulting from our negligence.

- 18.2 Our liability to you shall be limited as follows:

18.2.1 Irrespective of the legal grounds on which any claim against us is made our liability and loss to you shall be limited to £25,000,000 per individual claim and £25,000,000 for each series of related transactions and claims.

18.2.2 Each claim falling within a series of related transactions and claims shall not qualify as an “individual claim” for the purposes of paragraph (a) above; and

18.2.3 For the purpose of paragraph 18.2.1) above a claim against any of our Partners/Assistant Solicitors employed Barristers and other members of staff (whether employees or not) shall be regarded as a claim against us and our liability shall be limited accordingly.

- 18.3 We believe the amount at which our liability has been limited under paragraph 18.2.1 above is reasonable as it is substantially in excess of the minimum insurance cover (£3,000,000.00) that we are obliged to carry as a law firm. Should you consider the limit to be inappropriate then we will be pleased to discuss this with you.

19 **Communication**

Any contact with you may be in person, by letter, telephone, mobile phone, fax or e-mail. Whilst we will make every effort to ensure any communication between us is both prompt and as secure as possible please remember that when not meeting us in person the other forms of communication, particularly email, may not necessarily always be completely secure.



20 Financial Services

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can 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 Conduct Authority website at <https://register.fca.org.uk/>.

21 Standards of Service

- 21.1 If you are unhappy with any aspect of our work you should firstly discuss the matter with the person responsible for the day to day conduct of your case. If you are not satisfied thereafter you should contact Neil Ashford, the Partner with particular responsibility for client care.
- 21.2 If it is agreed during the course of your matter to instruct Counsel to act on your behalf and if subsequently you are unhappy with any aspect of their work you should ask them to provide you with a copy of their complaints procedure, you may also contact Counsel direct without going through ourselves.
- 21.3 If the complaint about either our work or, if appropriate, about the work carried out by your Counsel is not resolved to your satisfaction then you can contact the Legal Ombudsman. In normal circumstances, the Legal Ombudsman expects you to allow eight weeks for either ourselves or your Counsel to try to resolve your complaint before contacting them.
- Address: Legal Ombudsman, PO Box 6806, Wolverhampton WV1 9WJ
Telephone: 0300 555 0333 Minicom: 0300 555 1777
E-mail: enquiries@legalombudsman.org.uk Website: www.legalombudsman.org.uk
- 21.4 You should address any complaint to the Legal Ombudsman within six months of the expiry of our complaints procedure as above. The services of the Legal Ombudsman are not available to certain larger commercial and institutional clients: if this might be relevant to you, you may wish to check your eligibility by consulting their website.

22 Rights of Cancellation

- 22.1 The rights of cancellation as set out below apply to instructions received from a consumer, who is an individual instructing us for their personal benefit.
- 22.2 Where we have not met in the course of taking instructions:
- 22.2.1 If we have not met in the course of taking your instructions to act for you and you are not a Company or a Limited Liability Partnership, the Consumer Protection (Distance Selling) Regulations 2000 apply. This means you have the



right to cancel your instructions to us within seven working days of receiving the letter enclosing these terms and conditions.

22.2.2 You can cancel your instructions by contacting us by post, email or by fax to this office using the contact details that are set out on the front page of the above mentioned letter. If you cancel your instructions within the cancellation period you will not be charged for any work undertaken on your behalf.

22.2.3 We will not start work until the cancellation period has expired unless you provide written confirmation that you would like us to start work straight away and therefore within the cancellation period. If you would like us to commence work within the next seven working days, please sign our terms and conditions and return them to this office by post, email or fax using the contact details provided.

22.2.4 Once we have started work on your file, you may be charged if you then cancel your instructions.

22.2.5 The performance of the matter that you have instructed us to deal with will take more than 30 days unless we have notified you otherwise.

22.3 Where we have met you at your home, the home of a third party or your place of work:

22.3.1 If we take your instructions and you enter into a contract in either your home, the home of a third party or place of work then the Cancellation of Contracts made in a Consumer's Home or Place of Work Regulations 2008 apply. These also allow you to cancel your instructions within 7 days. If this right to cancel applies to you we will provide you with a separate Notice of Right to Cancel with your client care letter. It is important that you read this notice as it will contain important information about your cancellation rights.

23 Quality Standards

23.1 The Firm has been awarded the Law Society's Quality Mark for Conveyancing. Our expertise in this area of law has been verified and our accomplishments recognised by the Law Society. We have also attained the Lexcel Award. The Lexcel accreditation is the Law Society benchmark for excellence in practice management. We are also accredited with ISO9001:2015.

23.2 It is possible that, in the future, the Firm may attain other quality awards. As a result of Gepp & Co Solicitors LLP's (trading as Gepp Solicitors) commitment to quality, it is subject to regular checks by external assessors appointed by the organisations which make such awards.

23.3 This could mean that your file is selected for checking, in which case your consent is needed for inspection to occur. All inspections are, of course, conducted in confidence. If you prefer to withhold consent, work on your file will not be affected in any way. Since very few clients do object to this, we propose to assume that you consent to your file being



dealt with in this way unless you notify us to the contrary. We will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters which are conducted on your behalf. Please do not hesitate to contact us if we can explain this further or if you would like us to mark your file as not to be inspected.



Trading as 'Gepp Solicitors', Gepp & Sons Solicitors LLP is a limited liability partnership registered in England & Wales (registered number: OC397512) authorised and regulated by the Solicitors Regulation Authority (organisation number: 620357). The word 'Partner', used in relation to the LLP, refers to a member of the LLP. A list of the members of the LLP is displayed at the LLP's registered office: 58 New London Road, Chelmsford, Essex CM2 0PA. We use 'Gepp Solicitors', 'Gepp & Sons' and 'Gepp & Sons Solicitors' to refer to Gepp & Sons Solicitors LLP.