

# General Terms of Business

## CLIENT AGREEMENT TO ACT FOR YOU

### Regulation of our Practice

John Hodge Solicitors is a trading name of John Hodge Solicitors LLP which is a Limited Liability Partnership regulated by the Solicitors Regulation Authority (SRA). Details of the professional rules which govern our practice can be viewed on the SRA website at [www.sra.org.uk](http://www.sra.org.uk). Details of our Professional Indemnity Insurance are available at any of our offices in hard copy.

### Responsibility for work

We will tell you who will be dealing with your matter; the name of their supervisor and which partner will have ultimate responsibility for your matter. If we have to involve other people within the firm, for example if your case covers a number of different areas of law, we will tell you their names, job titles and the areas of your matter that they will deal with. We will tell you how much these people's services will cost when they become involved.

### Conflicts of interest

We search our records to protect you from conflicts of interest. Where a conflict arises or may arise (for example where we find that your opponent is or has been our client) we may not be able to start or continue acting in your matter.

### Your identity

To comply with the Money Laundering Regulations 2017 (as amended 2020) and the Sanctions and Anti-Money Laundering Act 2018 we will ask you for information confirming your identity, address, the identity of other people having beneficial interest in the matter, financial details, and sources and destination of funds when you instruct us to act for you. You must comply with requests for proof of identity and address and enquiries regarding these issues and if requested you may be required to meet with us or authorise certain additional checks to verify these details. If you fail to comply we will be unable to act for you.

As part of our "know your client and ID" due diligence process, we invite clients to complete and submit their personal information via our third party app 'Thirdfort'. We make a standard charge of £18 plus VAT for dealing with ID verification irrespective of whether the Thirdfort app is used. We are required to maintain records relating to your identity and may ask you for updated proofs from time to time during the progress of your matter. Any personal data we receive from you for the purposes of these checks will be processed only for the purposes of preventing money laundering and terrorist financing or as otherwise permitted by law or with your consent. You consent to us retaining such data for longer than the five year statutory period unless you tell us otherwise.

### Level of service

The person dealing with your matter will agree the level of service to be provided to you and will confirm the agreed level in our client care letter. We will review your matter regularly, advise you of any changes in the law which affect your case and advise you of any risks that we consider reasonably foreseeable that could affect the outcome of your matter.

### OUR CHARGES

We normally calculate our charges by multiplying the hourly charging rate by the time we have spent on your matter. We believe that our charges should also reflect the value of our services to you and therefore time spent on a matter is not the only factor that we take into account. We may consider how complex a matter is, its urgency, the value of the transaction, specialist skills and the level of responsibility we accept. We regularly review our hourly rates but will always tell you about any changes to those rates before we charge for work done at the new rate.

### Estimates

We will give you an estimate of our charges whenever possible and will advise you as soon as we are able if we think that our charges will exceed that estimate. An estimate is only a guide to our charges and you should not consider it to be a binding quotation. An estimate will be taken into account when the final bill is rendered. You can ask that a limit be set on our charges: we will notify once that limit has been reached and await further agreement before doing an additional work on your matter.

### Expenses

Whilst acting for you internal expenses such as travel or extraordinary photocopying charges may arise. Any charges for these expenses will be set out on our invoices. Similarly external expenses that we pay on your behalf, often called disbursements, and paid for example to the court, Land Registry, accountants, surveyors, barristers or other experts will be shown on our invoice. The person dealing with your matter will send you an estimate of these expenses at the start of your case.

### Value Added Tax (VAT)

By law we have to add VAT to our charges and expenses. You may have to pay the VAT shown on our invoices even when someone else, such as an insurer, pays our charges and expenses.

### Invoices

We will normally invoice you for the work done at regular intervals unless we agree otherwise. These intervals will not normally be shorter than monthly or longer than quarterly. Our invoices will give details of charges and expenses but please request such information at any stage in your case.

### PAYMENTS TO US

#### Payment on account

Before starting work on your case, or during the progress of your case we may ask for a payment on account of our charges or expenses that we incur on your behalf. We will reduce the bill to reflect any such payments on account of charges or expenses.

#### Terms of payment

You must pay our invoices as soon as you receive them. We will charge interest on invoices that are not paid within 14 days from the date of the invoice. The rate of interest will be 24% per year charged monthly at 2% per month. We reserve the right to cease to act for you if any of our invoices are not paid.

#### Methods

We will only accept payments of cash of up to a limit of £500 in any 28 day period. Above this limit we will only accept payments by cheque, debit or credit card (not American Express) telegraphic transfer or BACS transfer if such transfers are drawn or made by a London clearing bank (unless otherwise agreed by us in writing before payment is made). If clients circumvent this policy by depositing cash direct with our bank we reserve the right to charge for additional checks that we deem necessary to establish the source of funds.

#### Payments made by your opponent

Where we are instructed on a case involving court proceedings, if the court rules allow us to, we will try to get your opponent to pay our charges and expenses of dealing with your case. Even where we are successful, there may still be some charges and expenses which you will have to pay. We will discuss this with you at the relevant time.

#### Legal Aid

Where appropriate, we will advise you if you may be eligible for legal aid. You will be responsible for our charges and expenses until legal aid is granted.

#### Insurance

You must always check to see if you have legal expenses insurance to cover your matter. Legal expenses insurance may be included with your home contents insurance. If your insurers are responsible for paying our charges and expenses, we will normally get the money from them. By accepting these terms and conditions you are authorising us to deal directly with your insurers on your behalf. You must tell us immediately if your insurers plan to withdraw cover. If you are registered for VAT, you may still have to pay the VAT on our charges and expenses.

#### Introducers

The matter on which we are advising you may be referred to us by an introducer. We provide a range of services to introducers and their customers. We make payments to introducers as members of their legal panels and may provide legal services without charge. Such payments and/or the provision of services without charge may constitute a referral or "other" payment under the Solicitors Introduction and Referral Code 1990, as amended. If you require any further information about how this affects your retainer with us please write to us and mark your letter "For the attention of the Compliance Officer".

### BANKING ARRANGEMENTS

The government Financial Services Compensation Scheme covers bank deposit account balances up to a limit of £85,000. This single limit applies to the total value of all accounts which someone holds with the same bank. This means that there is only a single amount of £85,000 to cover any funds we hold on your behalf in our Client Account with Lloyds Bank Plc and any personal account you may also hold with them. Please contact us if this gives you any cause for concern.

### Interest paid on money held by us

Any money received on your behalf will be held in our Client Account. Subject to any minimum amounts and periods of time set out in the SRA Accounts Rules, interest will be calculated and paid to you at the rate from time to time payable on Lloyds Bank Plc's Corporate Current Account. The period for which interest will be paid will normally run from the date(s) on which funds are received by us until the date(s) of issue of any cheque(s) from our Client Account. The rate of interest is not likely to match what would be available to an individual in a personal account and so we do not recommend that you deposit significant funds with us for any length of time if it can be avoided.

### YOUR RESPONSIBILITIES DURING YOUR MATTER

You will provide us with clear, timely and accurate instructions. You will provide all documentation and information required to complete the matter in a timely manner. You will safeguard any documents that are likely to be required for disclosure. We will not be responsible for anything that happens because you have failed to complete an agreed task promptly and such failure may mean you incur extra charges and expenses.

## **TAX PENSIONS & FINANCIAL ADVICE**

We will not advise you of the tax consequences, including VAT, of your case or any issue that relates to pensions financial advice or most insurance activities arising out of your case unless we have specifically agreed to do so in writing. We strongly recommend that you take specialist advice from an accountant pensions insurance or tax adviser on such matters.

We may be able to introduce you to a suitably qualified specialist financial adviser to provide such specialist advice and will do so based on our understanding of what we consider to be in your best interests. We will discuss the reasons for selecting any adviser with you and obtain your informed consent before we make that referral.

## **JOHN HODGE FINANCIAL PLANNERS**

John Hodge Financial Planners is a trading style of Professional Financial Planners, an Appointed Representative of Centurion Chartered Financial Planners, which is authorised and regulated by the Financial Conduct Authority. John Hodge Financial Planners is a joint venture between the Members of John Hodge Solicitors LLP and Centurion Chartered Financial Planners, which we believe can provide a competent, ethical and comprehensive Independent financial advisory service for our clients. The Members of John Hodge Solicitors LLP have a financial interest in John Hodge Financial Planners and they receive a share of the fees earned.

Any financial advice which you receive through John Hodge Financial Planners will be provided by suitably qualified and experienced Chartered Financial Planners who are employed by Centurion Chartered Financial Planners. The advice they provide is regulated by the Financial Conduct Authority and not by the Solicitors Regulation Authority. Any advice that is given by John Hodge Financial Planners will be covered by Centurion Chartered Financial Planners Professional Indemnity Insurance.

## **RIGHTS OVER INFORMATION AND DOCUMENTS**

### **Confidentiality**

Our Partners and Staff must not reveal confidential information about you or your case to other people. However, where an insurer pays for us to deal with your case, we have your permission to reveal all details of your case to your insurer. Your insurer may have the right to call and inspect your file, to check quality standards. If you are buying a property and we are acting for you and a lender, for example a bank or building society, we may have to reveal details about you to the lender. We will tell you if this applies in your case. We may be required by law to disclose certain information about you and your finances to the National Crime Agency and other law enforcement agencies for the prevention of crime. If we make a disclosure in relation to your matter we may not be able to tell you that a disclosure has been made but may have to stop working on your matter for a period of time and may not be able to tell you why.

### **Data protection**

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 and legal and regulatory compliance.

Our use of that information is subject to your instructions, the Data Protection Act 1998, The Data Protection Regulations 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.

### **Intellectual Property Rights**

We keep all copyright and other rights to all reports and draft agreements we produce, written advice or other materials we provide and all systems we work out while we are acting for you. If you want to use these materials in any way other than in your case, you will need our permission.

### **Releasing your papers back to you**

We have the right to keep your papers until our charges and expenses have been paid in full.

### **Storage**

At the end of your matter we will store your papers together with our file for a limited period of time which will depend on the nature of the case. We will then dispose of them without contacting you again. Please tell us straight after your matter is completed if you want us to return your papers to you. We will not destroy title deeds, wills, share certificates or other documents which continue to have effect. We will charge £50 inc. VAT plus expenses for recovering papers from storage and delivering them to you or providing copies of our file, or for providing information about them unless their retrieval is required to progress a new matter for you.

## **INSURANCE SERVICES**

We are not directly 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 distribution 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 [www.fca.org.uk/firms/financial-services-register](http://www.fca.org.uk/firms/financial-services-register).

## **DISCLAIMER**

WE SHALL NOT BE RESPONSIBLE FOR ANY LOSSES WHATSOEVER SUFFERED SUSTAINED OR INCURRED BY YOU OR BY ANY THIRD PARTY BY REASON OF OUR COMPLIANCE WITH OBLIGATIONS IMPOSED ON US BY (1) THE MONEY LAUNDERING REGULATIONS 2017 AND/OR (2) THE PROCEEDS OF CRIME ACT 2002 (3) TERRORISM ACT 2000(AS AMENDED) (4) OTHER LEGISLATION RELATING TO OR CONNECTED WITH THE PREVENTION OF CRIME AND/OR (5) THE INSTRUCTIONS OF ANY LAW ENFORCEMENT AGENCIES.

## **COMPLAINTS**

We are committed to providing high quality legal advice and client care. If you are unhappy about any aspect of the service you have received or about the bill, please contact the partner with ultimate responsibility for your matter. We have a procedure in place which details how we handle complaints. The procedure is available at any of our offices or can be requested by e-mail to [mailbox@johnhodge.co.uk](mailto:mailbox@johnhodge.co.uk). We have eight weeks to consider your complaint. If we have not resolved it within this time you may complain to the Legal Ombudsman. If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman at [www.legalombudsman.co.uk](http://www.legalombudsman.co.uk) to consider the complaint. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within a year of the act or omission about which you are complaining occurring (or you becoming aware of it).

## **PROFESSIONAL INDEMNITY INSURANCE**

John Hodge Solicitors LLP maintains professional indemnity insurance (PII) with Solicitors Regulation Authority (SRA) qualifying insurers. The current total limit of indemnity under the PII policies is £10million (plus defence costs) for any one claim. This level of cover is significantly in excess of the SRA's minimum requirements for PII and significantly in excess of the firm's normal business risk. It is our intention to maintain that level of cover for future PII policies. It is agreed between us that the amount that we would be liable to pay to you, in total, for any claim or linked claims arising out of, or in connection with, our engagement with you (whether as a result of negligence or otherwise) shall not exceed £10million (including all losses, damages, costs and expenses) for any claim commenced within a period of three years and thereafter shall not exceed the total limit of indemnity insurance at the time of notification of the claim. For the avoidance of any doubt, this proposed limitation of our liability does not apply to any liability we may have for death or personal injury caused by our negligence or for any other liability (including any liability for fraud or dishonesty) that cannot be lawfully limited or excluded. If you do not consider this amount to be adequate and require a higher limit of indemnity, we may be able to purchase additional cover from insurers, but this would be at an additional cost payable by you. We maintain this limit in order to provide cost effective services to all of our clients who are free to obtain cost estimates and cover details from alternative solicitors.

## **TERMINATION**

You may end your instructions to us in writing at any time, but you will be liable for all fees and expenses incurred or committed up to the point you end the instructions. We can keep all your papers and documents while there is still money owed to us for fees and expenses.

We may decide to stop acting for you only with good reason. For example, we may refuse to continue to act for you if you do not pay our invoices on time or make a payment on account when requested to do so. We may refuse to continue to act for you if you use threatening or abusive behavior or language towards any member of our staff or if you mislead us or ask us to work in an improper or unreasonable way. We may stop acting for you if you fail to provide us with instructions in a timely manner or if we are unable to contact you. 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 and expenses that arise before that date and you will continue to be responsible for any commitments that we have entered into on your behalf. We may have to charge you for work which we have to carry out after termination or because you ask us to transfer your papers to another adviser.

## **TERMS AND CONDITIONS**

Unless otherwise agreed, and subject to the application of the then current hourly rates, these General Terms and Conditions of Business shall apply to any future instructions given by you to this firm. Although your continuing instructions in this matter will amount to an acceptance of the Terms and Conditions, it may not be possible for us to start work on your behalf until one copy of them (and any client care letter of engagement) has been signed and returned to us to keep on file.

**IF YOU REQUIRE THESE TERMS IN  
LARGER PRINT, PLEASE CONTACT US**