

**JOHNSON & GAUNT**  
**TERMS OF BUSINESS DOCUMENT**  
**PRIVATE CLIENT**

**INTRODUCTION:**

This document sets out Johnson & Gaunt's aims and the terms under which we will carry out your legal work.

Our aim is to provide a high quality service by dealing with your matter effectively and efficiently so that you, your family and friends will have confidence in using our services in the future.

**1. Place and hours of business:**

- 1.1 Our offices are at 47 North Bar, Banbury, Oxon OX16 0TJ. Our telephone numbers are (01295) 759400 and our fax number is (01295) 266451. Our E-Mail address is mail@johnsongaunt.co.uk. Our normal business hours are between 9.00am and 5.30pm Monday to Thursday and 9.00am to 5.00pm on Fridays. Appointments can be arranged outside these hours when essential to the interests of a client.
- 1.2 We strongly advise against sending confidential material via E-mail. We will only communicate with a client by E-mail with that client's express authority.

**2. Responsibility for work:**

- 2.1 Our initial letter confirming instructions will tell you the names of the person who will be carrying out your work and the Partner in charge of that Department.
- 2.2 Progress on your work will be reviewed regularly as necessary and at not less than monthly intervals. We will report to you when major steps are taken. You are, of course, quite welcome to contact us for a progress report at any other time.
- 2.3 We hope to give the very highest level of service but if there is anything about which you are not happy we would rather you let us know straight away. If you have any concerns at the way in which the matter is being handled and which can not be resolved by the person handling your work or the partner in charge of that Department you should please contact our Senior Partner, Mr Timothy Lewis, who will obtain your file of papers and assist in any way he can.

2.4 It is possible that our work for you may require information, such as experts or medical reports, to be disclosed to third parties. We will only disclose confidential information after discussing the matter with you and obtaining your consent to disclosure or when we are under a professional or legal obligation to do so.

**3. Professional Indemnity:**

In accordance with the requirements of the Law Society we maintain Professional Indemnity Insurance.

**4. Fees:**

4.1 Unless otherwise agreed our fees are calculated in accordance with the amount of time spent on the work. In order to be able to do this we operate a time recording system so that we can identify the amount of time spent upon a client's affairs and the person who carried out the work. The time which we record includes attendances upon clients and others, considering, preparing and working on papers and correspondence, making and receiving telephone calls and also any necessary travelling time and waiting at Court.

4.2 Each Partner, Solicitor and Executive's time is charged out at an hourly rate, which reflects overhead costs. Routine letters and emails sent out and telephone calls made and received are charged as 6-minute units of time. Longer letters, emails and telephone calls are charged in accordance with the time taken.

4.3 Our current hourly rates are set out below. These do not include VAT, which will be added when an invoice is prepared.

	<u>£ Per Hour</u>
Grade A: Partners and Senior Solicitors	£217
Grade B: Solicitors, and Legal Executives	£192
Grade C: Solicitors, Executives	£161
Grade D: Trainee Solicitors, paralegals, and other fee earners	£118

4.4 Where the instructions of a client require interviews or other work to be undertaken outside our normal office hours, we reserve the right to increase the hourly rate. Similarly if the matter requires a high degree of urgency or becomes particularly complicated, a higher hourly charging rate may be merited. We reserve the right to terminate our retainer in these circumstances if revised hourly rates cannot be agreed.

- 4.5 The hourly rates set out above are normally reviewed annually to take effect from 1<sup>st</sup> July to take into account such things as changes of salaries and other overhead expenses. Details of any revisions of rates occurring during the continuance of a case or transaction will be supplied to clients on request.
- 4.6 From time to time disbursements have to be incurred. These are payments, which we make on behalf of clients for such items as Court fees, Counsel's fees, medical reports etc. We have no obligation to make these payments, unless the client has provided funds for that purpose. VAT is payable on certain disbursements.
- 4.7 Our fees are payable whether or not a case is successfully concluded or a transaction completed. If a case or transaction does not proceed to completion for any reason while we are instructed then we are entitled to charge for all work done on the basis set out above unless, in our absolute discretion, we decide to waive part or all of our entitlement to fees.
- 4.8 In certain circumstances a client is entitled to ask for a Remuneration Certificate from the Law Society or for taxation by the Courts. The procedure for obtaining a Remuneration Certificate or applying for taxation will be set out on the reverse of our account when submitted.

## **5. Arrangements for payment of fees:**

- 5.1 Clients are usually asked to pay a sum of money on account of costs when instructions are first received. Work will not usually commence until the first payment has been made. Unless other arrangements are agreed we will send out interim bills at regular intervals not exceeding 3 months. Payment of all accounts is due within 14 days.
- 5.2 We will review the costs position at regular intervals and not less than every 6 months and will then explain to you any changes in circumstances which may affect the costs and the benefit to you in continuing with your matter.
- 5.3 Interest will be charged at 8% or the rate set by the County Court Rules from time to time from the date of delivery of an account if payment is not made within 28 days of delivery.
- 5.4 Payments on account of costs may be paid by Bank Standing Order and clients wishing to do this should discuss it with the person who has conduct of the file.
- 5.5 Payment of accounts may be made by Visa and Mastercard.
- 5.6 If your circumstances change and you feel that you may be entitled to help under the Legal Aid Scheme you should tell us immediately so that we can advise you whether you are able to apply for Legal Aid.

## **6. Recovery of costs following successful Court action:**

- 6.1 If your case involves a successful claim for costs it does not necessarily mean that your opponent will have to pay you back everything that you have had to pay out. Whether or not your opponent is ordered to pay your legal expenses you are responsible for the payment of our fees although we will help you in whatever way we can to recover your costs. Any work undertaken by us to help you recover costs is charged at the same rate as the work carried out on your case.
- 6.2 If the costs to be paid by your opponent cannot be agreed then they are assessed by the Court in a process called "Taxation" or "Assessment". This involves drawing up a very detailed bill setting out everything that has been done and the amount charged for each item. The Court has certain amounts that it allows and even though you have had to pay more the Court will stick to its rates. The Court will only make your opponent pay what the Court thinks was the minimum necessary to pursue the case. Sometimes it is necessary for Solicitors to spend more time with a client or on a client's business than is allowed by the Court. There may therefore be a shortfall between the amount, which the Court will order an opponent to pay and the actual costs incurred.

You can therefore still be out of pocket even if you win your case and this is something which should be borne in mind at all times, especially if there are negotiations to settle a case.

## **7. Payment of fees by Third Parties:**

- 7.1 Even if somebody else has agreed to help to pay your legal fees (e.g; a friend, an employer or Insurance Company) we still have to look to you for payment if payment is not forthcoming from the Third Party. It is in your own interests to make sure that you are happy with the arrangements made for payment of your legal fees.
- 7.2 If we receive instructions from Directors of Private Companies we hold the Director or Directors giving us instructions jointly and severally liable with the Company for payment of our fees.

## **8. Interest Payments:**

- 8.1 If we hold money on your behalf then, subject to the terms of this paragraph, interest will be calculated and paid to you in accordance with the Solicitors' Accounts Rules. Subject to the minimum amounts and periods of time prescribed by the Rules interest will be calculated and paid at the rate payable from time to time on Barclays Bank's Solicitor's Reserve Account, less a sum of £20 to take into account the administrative cost of calculation and payment. The period for which interest will be paid will normally run from the date on

which we receive funds until the date of issuing of a cheque in payment of those funds.

**9. Financial Services:**

We are authorised by the Law Society to conduct investment business in accordance with the requirements of the Financial Services Act 1986. If we receive commission in excess of £20 from financial institutions, brokers or others then, unless otherwise agreed, we will account to you for that part of the commission, which exceeds the amount of any fees or disbursements due to us from you.

**10. Terminating the retainer:**

You may end your instructions to us in writing at any time, but 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, e.g. if you do not pay an interim bill or there is a conflict of interest. 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 an hourly basis plus expenses as set out in these terms and conditions.

**11. Complaints:**

Johnson & Gaunt is committed to 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 Christopher Edwards on 01295 256271 and/or at [cedwards@johnsongaunt.co.uk](mailto:cedwards@johnsongaunt.co.uk) or by post to 47 North Bar, Banbury. We have a procedure which details how we handle complaints which is available at the office.

- 11.2** If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman at PO Box 15870, Birmingham, B30 9EB 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.

**12. Professional Indemnity insurance:**

Johnson & Gaunt has comprehensive policies of Professional Indemnity Insurance with Aviva and Royal Sun Alliance. Further details of this insurance can be obtained from the Practice Manager of Johnson & Gaunt to whom enquiries should be addressed at 47 North Bar, Banbury.

**13. Equality and Diversity:**

Johnson & Gaunt 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.

**14. 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.  
Legal and Regulatory Compliance.

**14.2** 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 advisors. 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. If you do not wish to receive that information please notify our office in writing.

**15. 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.

**16. Anti-Money Laundering:**

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.

**17. Financial arrangements with clients:**

Our practice's policy is to accept cash from clients only up to a value of £500.00. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional cheques we decide are necessary to prove the source of the funds. Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

**18. Storage of papers and deeds:**

- 18.1 At the conclusion of a case or transaction we will retain your file of papers for a period, which we consider to be appropriate and in any event for a minimum period of 6 years. Clients may have access to those papers during that time and upon giving us written notice. We reserve the right to ask clients to take personal custody of their papers.
- 18.2 We provide a safe custody service to clients for Wills, Deeds and other securities and make no charge for that service unless prior notice in writing is given of a charge to be made from a future date.
- 18.3 When stored papers, Wills, Deeds or securities are retrieved from storage in connection with continuing or new instructions we will make no charge for that retrieval or for retrieval of a complete file for collection. We reserve the right to make a reasonable charge for the time spent in retrieval/delivery and any perusal, correspondence or other work necessary in other circumstances.

**19. Future Instructions:**

Unless otherwise agreed and subject to the application of the then current hourly rates, these terms and conditions of business will apply to any future instructions which you give to us.

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