

KINGSTON SOLICITORS TERMS OF BUSINESS

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1. INTRODUCTION

This document explains the basis on which we will carry out the work necessary in this matter and our terms and conditions of business. Please read carefully and contact us if you disagree with anything or are uncertain about anything contained within this document

2. KINGSTON SOLICITORS

Kingston Solicitors are sole Practitioners who hold a business licence under the name of Kingston Solicitors. We are Authorised and Regulated by the Solicitors Regulation Authority (SRA). Under their regulations it is appropriate for us to inform you at the outset of important matters such as the standard terms upon which we will work, what work will be undertaken for you, who will do that work and what the costs will be. A copy of the SRA Handbook is available on their website at www.sra.org.uk/solicitors/handbook.

Our details are as under

Address: 118 Spring Bank, Hull, HU3 1QJ
Phone Number: 0044 01482 329988 / 07723926202
Email: info@kingston-solicitors.co.uk
Website: www.kingston-solicitors.co.uk
Firm Registration Number: 621899.

3. AREAS OF PRACTICE

Our main areas of practice are Immigration, Personal injury and Family law. We are also authorised to work as an oath commissioner to attest and verify the documents.

4. PEOPLE RESPONSIBLE FOR THE WORK

You will be informed of the identity of the person with overall responsibility for your matter in the client care letter. You will also be advised of the name and status of the person responsible for the day to day conduct of your matter. That person may change from time to time, although we shall endeavour to keep changes to a minimum and will inform you of any changes at the earliest known opportunity. In order to provide a cost-efficient service to you, we shall endeavour to utilise the most cost efficient personnel, including paralegals, and trainees as appropriate.

We will keep you regularly informed as to progress in your case and if there is any delay and the reason for it, we will explain the effect of any important and relevant papers. We will discuss with you whether the likely outcome of your

case will justify the likely charges and expenses and risks involved from time to time as necessary.

At the end of your case we will tell you the outcome and anything else you need to know including whether you will need to look at the matter again in the future. We will return any property of yours to you and account to you for any outstanding monies.

5. TERMS OF BUSINESS

It is our normal practice to ask clients to make payments on account of anticipated costs and disbursements. It is helpful if you can meet requests promptly and if there is any difficulty, please let us know as soon as possible.

We shall deliver bills at regular intervals for the work carried out during the conduct of the case. This assists our cash flow and enables you to budget for costs. I am sure you understand that in the event of payment not being made we must reserve the right to decline to act any further and to charge you for the full amount of the work done up to that date. Our hourly rates are mentioned below in this letter. Accounts for disbursements incurred or to be incurred should be settled immediately. Accounts in respect of our fees should be settled immediately. Accounts in respect of our fees should be settled within 30 days of the delivery of the bill. Interest will be charged on bills that are not paid within that time at the existing Court Judgment Rate or 3% over the Base Rate of Lloyds Bank whichever is the higher. Furthermore, we retain a lien over all papers held for and on your behalf and entitled to exercise that lien against any outstanding bills for work done on your behalf.

We have a responsibility to give you advice on the best information possible about the likely total cost of this matter.

6. CHARGES AND EXPENSES

Our charges are based on the time we spend dealing with a case. Time spent on your affairs will include meetings with you and perhaps others; any time spent travelling; considering, preparing and working on papers; correspondence and making and receiving phone calls. Our hourly rates are as under;

1. Grade A Solicitors £278.00 (Solicitors and legal executives with over 8 years' Experience)
2. Grade B Solicitors £233.00 (Solicitors and legal executives with over 4 years' Experience)
3. Grade C Solicitors £190.00 (Other solicitors or legal executives and fee earners of Equivalent experience)
4. Grade D Solicitors £134.00 (Trainee solicitors, paralegals and other fee Earners)

In addition, we will charge you for disbursements which are monies that we pay out on your behalf. In addition to the time spent we may take into account a number of factors which include the complexity of the issues, the speed at which action must be taken, the expertise or specialist knowledge that the case requires, the subject matter involved, meetings with you and others, travelling, waiting, researching and considering, writing and receiving correspondence, making and receiving telephone calls, preparing and working on documents and making file notes.

Please note that if your matter relates to a fixed fee agreement then the above rates will not apply.

If however any incidental works needs to be done then a future quote for that work will be given or alternatively a charge rate of £278.00 (plus VAT if applicable) will be charged. We will add VAT if applicable to our fees at the rate that applies when the work is done.

7. CLIENT SATISFACTION

The firms aim to offer an efficient service. If during the conduct of your case, you become dissatisfied with any aspect of the service offered please do not hesitate to raise your concern at the first instance with the fee earner.

You can raise your concern or complaint either in writing or telephone or by making an appointment to see the fee earner, who will attend to the complaint. If you are still dissatisfied with the service offered, then please contact the complaints Team.

Should you be concerned or dissatisfied with the service offered by this firm or have any other ground for complaint then we will investigate the complaint as soon as possible and extend to you the benefit of the firm's internal complaints procedure. If at the end of the investigation of your complaint you remain dissatisfied, you are entitled to refer the matter to the Solicitors Regulation Authority (SRA) or the legal ombudsman. Their details are as under;

Legal Ombudsman
PO Box 6806
Wolverhampton
WV1 9WJ

Website – www.legalombudsman.org.uk

By phone – 0300 555 0333

By Email – enquiries@legalombudsman.org.uk.

In case you want to submit your complaint to SRA then you can contact them through contact centre phone number/email:

03706062555/contactcentre@sra.org.uk. You can also write to the law society at the following address;
The Law Society's Hall
113 Chancery Lane
London WC2A 1PL

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 six years of the act or omission about which you are complaining occurring (or if outside of this period, within three years of when you should reasonably have been aware of it).

For further help, you can contact organisations such as Citizen's Advice that can help you in accessing to different services and can assist you in complaint procedures.

All solicitors must attempt to resolve problems that may arise with their services, it is therefore important that you immediately raise any concern that you may have with us. We value you and would not wish to think you have any reason to be unhappy with us.

8. AUTHORISATION

May we take this opportunity to inform you that this firm is not authorised by the Financial Conduct Authority. However, our firm is included on the Exempt Professional Firms 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 is part of our business, including arrangements for complaints or redress if something goes wrong and is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Services Authority website at www.fca.gov.uk/register

We do not generally sell or advise on insurance policies except those that are required in relation to part of our services. If we are requested to recommend an insurer, we will advise the client about the range of legal indemnity insurers we have checked before recommending a particular policy and, if it is not on a fair market analysis, we will explain the basis upon which the recommendation has been made and will check the suitability of any such policy. If we are requested to assist in the arranging of any insurance on behalf of a client, we will inform the client of all necessary information by means of a written 'demand and needs statement'.

The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman is the independent complaints-handling arm of the Law Society. If you are unhappy with any investment advice you receive from us, you should raise your concerns with either of those bodies as detailed above in section 7.

9. BANKING CRISIS

We are required by the law Society to inform you the details of general client account in which the monies are held of the multiple clients and separate ledger is maintained for each client. This information has become essential because of banking crisis to mitigate any risk of liability, monies held in general client account.

The monies received during your transaction from you, third parties or any monies received on your behalf are held in our general client account with Lloyd bank.

The Financial Services Compensation Scheme (FSCS) has introduced scheme which covers client money like other banking deposits. Therefore, the scheme covers deposits belonging to clients who are individuals or small businesses up to £85,000, per client, per authorised deposit-taking institution.

If the bank collapses, then with your consent we will inform the FSCS and they will contact you directly. The limit of £85,000.00 applies to individual client and if you hold other personal monies in the bank same as of our client account, the limit remains £85,000.00 in total. Please note that FSCS will ask for certain information to identify clients and amount to process the claim if you consent us to make a claim.

It is highly unlikely that we will be held liable for the losses from a banking failure and are undertakings and acceptance of instructions does not cover any losses from a banking failure and we will not be responsible for such losses or any loss occurred directly or incidentally due to bank failure.

10. COMPLAINT PROCEDURE

This firm aims to offer an excellent level of service to its clients. If during the conduct of the transaction you become dissatisfied with any aspect of the service provided, please do not hesitate to raise your concerns in the first instance with the fee earner responsible for your claim. You may also raise any concerns with the Principal Mr Shamsher Akhtar.

Please also note that the firm has a formal complaints procedure, a copy of which is available on request.

You can also complain about the firm's bill including other things. You also have the right to object to the bill by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974. Please also note that if all or part of a bill remains unpaid the firm may be entitled to charge interest.

Kingston Solicitors 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 Mr Shamsheer Akhtar on 01482 329988 and info@kingston-solicitors.co.uk or by post to our office at 118 Spring Bank, Hull, HU3 1QJ. We have a procedure in place which details how we handle complaints which is available at written request. 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

Legal Ombudsman
PO Box 6806
Wolverhampton
WV1 9WJ

Website – www.legalombudsman.org.uk

By phone – 0300 555 0333

By Email – enquiries@legalombudsman.org.uk.

In case you want to submit your complaint to SRA then you can contact them through contact centre phone number/email:

03706062555/contactcentre@sra.org.uk. You can also write to the law society at the following address;

The Law Society's Hall
113 Chancery Lane
London WC2A 1PL

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 six years of the act or omission about which you are complaining occurring (or if outside of this period, within three years of when you should reasonably have been aware of it).

We will also liaise with you as to whether our charges and expenses and your liability for another party's charges and expenses may be covered by an

existing contract of insurance, and, if not, what other methods of financing those costs might be available to you including private funding options, community legal service funding and whether it would be advisable for you to take out legal expenses insurance to meet the other party's charges and expenses.

Note that if all or part of the bill remains unpaid the firm may be entitled to charge interest at the base rate of Lloyds Bank.

For further help, you can contact organisations such as Citizen's Advice that can help you in accessing to different services and can assist you in complaint procedures.

All solicitors must attempt to resolve problems that may arise with their services, it is therefore important that you immediately raise any concern that you may have with us. We value you and would not wish to think you have any reason to be unhappy with us.

11. COMPLIANCE OFFICE FOR LEGAL PRACTICE (COLP)

If you have any concerns about the way your case is handled or any matters concerning the firm or any suggestions on how we can improve our service to you please contact our Compliance Officer for Legal Practice, Mr. Shamsheer Akhtar, who is authorised by the Solicitors Regulation Authority.

12. EQUALITY AND DIVERSITY

We are committed to promoting Equality and Diversity in all our dealings with clients, third parties and employees and are required to produce a written Equality and Diversity Policy which we are able to provide you at request.

13. TERMINATION

You may terminate your instructions to us in writing at anytime but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. We may decide to stop acting for you with good reason, for example, if you do not pay an interim bill, comply with payment on account, fail to provide prompt instructions or otherwise impair our ability to progress your matter and if for any reason the insurance company who issued your legal expenses insurance policy refuse to make payment for our costs, we would have to look to you for payment. If this occurs then you will be responsible for paying our hourly charges as set out below. Routine letters and telephone calls will be charged as units of 1/10th of an hour. Other

letters and telephone calls will be charged on a time basis. The following charges are exclusive of VAT.

1. Grade A Solicitors	£278.00
2. Grade B Solicitors	£233.00
3. Grade C Solicitors	£190.00
4. Grade D Solicitors	£134.00

We do not wish to alarm you by the contents of the above paragraphs. If in the event any problems arise, and it appears that indemnity for your legal costs is likely to be withdrawn, we will give you the opportunity to terminate your instructions before any further costs liability is incurred.

14. OFFICE HOURS & APPOINTMENTS

Our usual office hours are 10.00am to 5.00pm each weekday. Appointments may be made outside these hours subject to a fee based on the above hourly rates. Should you fail to keep an appointment without notifying us beforehand then we reserve the right to charge a fee for the missed appointment to be calculated as above.

15. MONEY LAUNDERING

Under various UK and European enactments, we are required to assist the authorities in eradicating the laundering of the proceeds of serious crime and tax evasion (“Money Laundering”). We may need to ask you questions about the source of any monies provided by you to fund a particular transaction or how a particular business, trust, or company, which we are asked to advise, is operated or funded. We may also be required to report to the relevant authorities, suspicions which we may have that a transaction or matter in which we are asked to become, or are, involved in is being used to facilitate money laundering, or if we suspect that a client or anyone else is involved in money laundering. If we make a report, we shall not be deemed to be in breach of any duty of confidentiality to you. By you instructing us, you expressly authorise us to notify any relevant authorities if we have reason to suspect that money laundering is taking place and to provide details of any relevant transaction or matter. In the event that we make a report to the relevant authorities we shall be under no obligation to advise you that such a report has been made. Indeed, by doing so we may incur criminal liability.

16. YOUR IDENTIFICATION

The law (and in particular the Money Laundering Regulations) now requires us, as well as banks, building societies and others, to obtain and verify satisfactory

evidence of identity of their clients. In all cases we required a photo ID of the client with proof of address including bills, council tax, bank statements.

Where we are to pay money out to you we will normally do so by cheque in your favour or by payment to an account in your name. We are unwilling to send money to unknown third parties even upon your instructions to do so. If you do want us to pay surplus money out into the name of someone other than yourself, please tell us as early as possible, including the reason.

We are also obliged to report information to the authorities (which includes the National Crime Agency) in certain circumstances. In particular, if it seems that any assets involved in your matter were derived from a crime we may have to report it. This can include even small amounts of money, and covers all offences, including for example tax evasion and benefit fraud. If we have to make a report, we may not be able to tell you that we have done so.

17. CASH

Please note that we are normally only able to accept cash up to a limit of £500 in any 28 day period.

18. CONFIDENTIALITY

Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. This obligation, however, is subject to a statutory exception.

Legislation on money laundering and terrorist financing, places solicitors under a legal duty in certain circumstances to disclose information to the Serious Organised Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering the solicitor may be required by law to make a money laundering disclosure. If that happens, we may not be able to inform you that a disclosure has been made or of the reasons for it because the law prevents "tipping off".

19. DATA PROTECTION

We need to hold certain personal information. Except to the extent that we are required or permitted by law, any personal information which we collect will be used solely for the purpose of conducting this matter and we will not hold it for any longer than it is necessary. We keep your data/file for 6 years in our storage and after that you can take it or we will dispose it off.

20. INTEREST POLICY

If we hold your money on account, then we will pay interest on that amount of money according to the guidelines laid down by the Solicitors Regulation Authority. Any interest on costs received by Range Solicitors will belong to Range Solicitors.

If we hold money on your behalf, in accordance with the Solicitors Accounts Rules 2011, it is our policy that we will pay you a sum of money in lieu of interest on a fair and reasonable basis. Client monies will normally be held by us in a general client account with our primary banker, Lloyds Bank.

A sum in lieu of interest will be payable on amounts held in our general client account on the following basis:

- Interest will be paid at the conclusion of your matter;
- The period for which interest will be paid normally runs from the date the funds are received by us cleared in our account until, where paid electronically, the date when the funds are sent or, where paid by cheque, the date(s) on the cheque(s) issued to you;
- The rate of interest paid to clients will be in line with HSBC bank's published interest rates on Client Deposit Accounts over the period when interest is due;
- All interest that is paid to you will be paid as a gross amount;
- We will not account to you for any interest in the following situations:
 - a. On money held for the payment of a professional disbursement if the person to whom the money is owed has requested a delay in settlement;
 - b. On money held for the Legal Aid Agency;
 - c. On money on an advance to us to fund a payment on your behalf in excess of funds already held for you;
 - d. where the total amount of interest calculated over the course of the matter is £20 or less;
 - e. Otherwise, where there is an agreement to contract out of the provisions of this policy.

If it is apparent that money held on your behalf will need to be retained for some time then such money may need to be placed in a designated deposit account in which case all of the interest accruing while the funds are so invested will be paid to you when the account is closed or on intermittent basis as agreed with you.

21. STORAGE OF PAPERS

After completing your matter, we are entitled to keep all your papers and documents while money is owing to us. We will keep your file of papers (except for any of your papers which you ask to be returned to you) for no more than 2 years and on the understanding that we have your authority to destroy the file 6 years after sending you our final bill. We will not destroy documents you ask us to deposit in safe custody.

We do not normally make a charge for retrieving stored papers or deeds in response to continuing or new instructions to act for you. However, we reserve the right to make a charge based on the time we spend on reading papers, writing letters or other work necessary to comply with the instructions.

22. LEGAL AID

We do not have a legal aid franchise for immigration or family matters therefore we are unable to make a Legal aid application. All work carried out is done on a private basis.

23. TIME SCALE

It is not possible to estimate time for any case in family law or immigration. In family law matters can take up to 8 to 10 months and immigration all application takes about 6 months to decide.

24. NEXT STEPS

Your continuing instructions will amount to your acceptance of these terms and conditions of business.

We hope that this page has addressed your immediate queries about the day-to-day handling of your work and our terms and conditions of business.

However, should you have any queries, please do not hesitate to contact us on the telephone number provided on the top of this document.

KINGSTON SOLICITORS