



Terms and Conditions of Business

1. Agreement

These Terms and Conditions of Business along with the accompanying engagement letter govern the lawyer-client relationship which will exist between us. By continuing to instruct this firm we shall be entitled to assume you have agreed to the terms and conditions set out here. Unless otherwise agreed, these Terms and Conditions of Business shall apply to any future instructions given by you to this firm. Nobody is authorised to alter these terms other than in writing.

2. Service Standard

We aim to offer our clients quality legal advice with a personal service at a fair cost. As a start, we hope it is helpful to you to set out in this statement the basis on which we will provide our professional services.

The firm sets the following standard:

- regularly update you with progress on your matter;
- communicate with you in plain language;
- explain to you the legal work required as your matter progresses;
- update you on the cost of your matter, as appropriate;
- update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances;
- update you on the likely timescales for each stage of this matter and any important changes in those estimates; and
- continue to review whether there are alternative methods by which your matter can be funded.

Our responsibilities include:

- reviewing your matter regularly;
- advising you of any changes in the law relevant to your matter; and
- advising you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter.

We request that our clients assume the following responsibilities:

- provide us with clear, timely and accurate instructions;

- provide all documentation required to complete the transaction or deal with your case in a timely manner;
- safeguard any documents that are likely to be required for disclosure;
- respond to communications from us promptly and to attend arranged appointments;
- notify us and keep us updated of changes of your contact details, address, telephone number; and
- discharge payments requested promptly.

3. Identity, Disclosure & Confidentiality Requirements

The law requires solicitors to get satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money. To comply with the law, we need to get evidence of your identity as soon as possible. We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself or for any principal whom you may represent.

Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception: legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a disclosure. If, while we are acting for you, it becomes necessary to make such a disclosure, we may not be able to inform you that it has been made, or of the reasons for it, because the law prohibits 'tipping-off'. Where the law permits us, we will tell you about any potential money laundering problem and explain what action we may need to take.

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. We may need to disclose your information to third parties (such as barristers, accountants or government agencies) to enable us to handle your affairs. We may also need to permit third parties (such as our auditors and the Solicitors Regulation Authority) to have access to your information for administrative or regulatory purposes. We may also outsource work. This might be for example costings, research and preparation to assist with your matter. Information from your file may therefore be made available in such circumstances. We will always aim to obtain a confidentiality agreement with the third party.

We will not otherwise disclose your information to any third party unless permitted or required to do so by law. If you do not want your file to be outsourced, please tell us as soon as possible.

4. Termination of Contract

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.

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/by proportion of the agreed fee as set out in these terms and conditions.

Under the Consumer Contracts Regulations 2013, you have the right to cancel this contract within 14 days without giving any reason. This only applies where contracts are agreed away from our premises or where we are not both physically present. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. Please note that should you exercise your right to cancel, reapplying for legal aid for the same issue might be difficult if our retainer is terminated.

5. Storage of Documents

After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses. We will keep our file of your papers for up to 6 years, except those papers that you ask to be returned to you. We keep files on the understanding that we can destroy them 6 years after the date of the final bill without further reference to you. We will not destroy documents you ask us to deposit in safe custody.

If you require the file or locating any specific documents from it and making any copies for you during the period while it is in storage we may charge you for time producing stored papers to you or another and reading, correspondence or other work necessary to comply with your instructions.

6. 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, General Data Protection Regulation and our duty of confidentiality. You have a right of access under data protection legislation to the personal data that we hold about you. Please note that our work for you may require us to give information to third parties such as expert witnesses other professional advisors.

7. Limitation of Liability

Our liability to you for a breach of your instructions shall be limited to £2 million, unless we expressly state a higher amount in the letter accompanying these terms of business.

We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profits or opportunities. These limitations apply only to the extent that they are permitted by law. In particular, we cannot limit our liability for death or personal injury caused by our negligence.

8. Rights of Third Parties

A person who is not a party to this agreement shall not be entitled to enforce any of its terms.

9. Applicable Law, etc.

Any dispute or legal issue arising from our terms of business will be determined by English law to the exclusive jurisdiction of the English courts.

10. Equality and Diversity

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. Please contact us for a copy of our equality and diversity policy.

11. Financial Services

We are not authorised by the Financial Conduct Authority (FCA). However we are included on the register maintained by the FCA so that we may carry out insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts which permits us to advice on and arrange non-investment insurance policies, specifically After the Event Insurance.

12. Provision of Service Regulation 2009

Details of our Professional Indemnity Insurance can be obtained by contacting our offices. We are Authorised and Regulated by the SRA. Our SRA ID is: 633760. Our VAT number is: 266 9645 51

13. Copyright

Unless we agree otherwise, all copyright which exists in the documents and other materials that we create whilst carrying out work for you will remain our property. You have the right to use such documents and materials for the purposes for which they are created, but not otherwise.

14. Hours of Business

Our office is open 9:00 am to 5:00 pm Monday to Friday (except holidays). We are contactable 24 hrs if needed.

LEGAL AID AVAILABLE - FREE CONSULTATIONS

 Criminal Litigation	 Children Law
ARRESTED OR IN COURT? FREE 24 HR Police Station attendance	CARE PROCEEDINGS SPECIALISTS

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