

**Terms and Conditions of Business**

The following terms of engagement apply to all work carried out by Montague Solicitors except as otherwise agreed. The expression “we”, “us”, and “our” refer to Montague Solicitors and “you” and “your” refer to our client. Your continuing instructions constitute acceptance of these Terms and Conditions.

These terms and conditions will apply to any services which we provide to you and will usually be supplemented by a client care letter dealing amongst other matters with the specific service to be provided and the fees payable.

These terms and conditions may be revised from time to time and a copy will be sent to you to replace these and the revised terms and conditions will apply from the date you receive them. You are free to terminate the arrangement between us if you do not accept the revised terms and conditions.

**Charges and expenses**

Unless a fixed or standard fee has been agreed or you are entitled to have your fees paid by the Legal Aid Agency (in which case different cost considerations apply as set out in our Client Care Letter), our charges are based on the time we spend in 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 including reading and writing letters and emails; and making and receiving telephone calls.

Please refer to the enclosed Client Care letter that gives details of the charging rates in respect of this matter.

Routine letters and e-mails, routine telephone calls will be charged as units of 1/10th of an hour. Other letters, emails and calls will be charged on a time basis.

We reserve the right to charge an enhancement for work done on your matter outside office hours.

On 1<sup>st</sup> April each year (the Review Date) we will review the hourly rate/s and notify you in writing of any increased rate.

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, if appropriate, the value of the property or subject matter involved. On the basis of the information currently available, we expect these factors to be adequately covered by the hourly rates set out above. The rates may be higher if, for example, the matter becomes more complex than expected; we will notify you of this. If you have a query about the level of any revised rate notified to you, please contact the person named in the accompanying client care letter straight away.

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In complex matters, as complex fraud and in transactions involving a substantial financial consideration or benefit to you, fees may be calculated both by reference to the time spent and also by reference to a value element based on e.g. the estate or the value of the financial benefit. The value element reflects the importance of the transaction and the consequential responsibility falling on us.

If the matter is litigious, the amount of our costs which you will have to pay may be greater than the amount you can recover from another party to the case.

We will add VAT to our professional fees at the rate that applies when the work is done. At present, VAT is 20%.

There may be certain other expenses, including payments we make on your behalf such as court fees, expert report fees, fees for medical reports and barrister's fees, which you will have to pay. VAT is payable on certain expenses.

We will inform you as soon as practicable if any unforeseen additional work becomes necessary; for example, due to unexpected difficulties or if your requirements or the circumstances significantly change during the course of the matter. We will also inform you of the estimated increase before any extra charges and expenses are incurred.

You may set a limit on the charges and expenses to be incurred. This means that you must pay those costs incurred up to the agreed limit without our needing to refer back to you. We will inform you as soon as it appears that the limit may be exceeded and will not exceed the limit without first obtaining your consent.

Except in cases covered by a Conditional Fee or Contingency Fee Agreement, fees are payable whether or not a case is successfully concluded or a transaction completed. If any case or transaction does not proceed to completion for any reason during the period in which we are instructed, then we will charge for work done on the basis set out above but, in our absolute discretion, we may waive part or all of such entitlement to fees.

If we have quoted a fixed fee for the work to be done this will assume the case goes ahead in the usual way without unexpected difficulties or delay and we shall let you know if it has to be varied.

Where we agree a fixed fee, if the work does not complete for any reason, a time charge (based on the above) will be made or a contingency fee will be charged, both of which override the above.

It is our practice to ask clients to pay sums of money from time to time on account of the charges and expenses which we expect to incur. This helps to avoid delay in the progress of their case. We will need monies on account of our charges and to enable payment of expenses before we start work on your matter. We may request further payments on account for charges and expenses to be incurred as the matter progresses. Such sums will be held on account to be offset against your final bill, but it is important that you understand that your

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total charges and expenses may be greater than any advance payments. When we put these payments towards your bills, we will send you a receipted bill.

We also reserve the right to offset any monies recovered on your behalf against any outstanding bills or disbursements whether due for payment or not.

### **Interest Payment**

Any money received on your behalf will be held in our Client Account. Subject to certain minimum amounts and periods of time set out in the Solicitors Accounts Rules 1998, interest will be calculated and paid to you at the rate from time to time payable on Barclays Bank Premium Client account. The period for which interest will be paid will normally run from the date(s) on which we receive cleared funds until the date(s) of issue of any cheque(s) from our Client Account.

### **Billing arrangements – Interim Bills**

We will send you an interim bill at regular intervals for our charges and expenses while the work is in progress. This enables you to budget as the matter progresses. If an 'Interim' bill is unpaid we are entitled to treat that bill as if it were a 'Final' bill.

### **Billing Arrangements – General**

In all matters we require our charges and expenses to be paid on receipt of the bill. In default of payment within 30 days we reserve the right to charge you interest on the bill at the prevailing Court Rate, or pursuant to the provisions of the 'Late Payment of Commercial Debts (Interest) Act 1998', from the date on which payment of our bill is due, if you do not pay our bill within this time. Interest may be charged up to a maximum rate of 8% above Barclays Bank Premium Client Account and will accrue on a daily basis until payment.

In addition, in the event of late or non-payment of our account, we shall reserve our statutory rights to claim compensation for debt recovery costs pursuant to the Late Payment Legislation including EU Directive 2000/35/EC.

In the event you dispute our bill we are entitled to charge interest on unpaid disputed bills

If any payment on account is not made or a bill is not settled in accordance with these terms we reserve the right to decline to act further for you and terminate our retainer with you.

If you have any query about your bill, you should contact the fee earner with responsibility for the matter straight away.

**Other parties' charges and expenses – Contentious Matters Only**

It is important that you understand that you are responsible for paying our bill/s. We will discuss with you whether your charges and expenses might be paid by another person. Even if you are successful, the other party may not be ordered to pay all or any of your charges and expenses or these may not be recovered from them in full. If this happens, you will have to pay the balance of our charges and expenses. If the other party is receiving Legal Aid, you may not get back any of your charges and expenses even if you win the case.

If you are successful and the court orders the other party to pay some or all of your charges and expenses, interest can be claimed on them from the other party from the date of the court order. We will account to you for such interest to the extent that you have already paid our charges and expenses; however, we are entitled to retain interest equivalent to that part of our charges and expenses that have not been previously paid.

You are also responsible for paying the charges and expenses of seeking to recover any charges and expenses that the court orders the other party to pay.

In some circumstances, the court may order you to pay the other party's legal charges and expenses; for example, if you lose the case. The money will be payable in addition to our charges and expenses. We will discuss with you whether our charges and expenses and your liability for another party's charges and expenses may be covered by insurance, and, if not, whether it would be advisable for you to have insurance to meet the other party's charges and expenses.

**Privacy policy**

Your personal data is collected from you, processed and stored by Montague Solicitors Ltd in accordance with the General Data Protection Regulations (GDPR) and the Legal Aid Agency (LAA)/ Solicitors Regulation Authority (SRA) rules. Only the absolute minimum amount of data is collected and is restricted to basic information required to complete ID checks and financial checks, for example if we are applying for Legal Aid on your behalf. Such information is name, date of birth, national insurance number, gender, address, marital status, spouse/partner (if applicable), ethnicity, disabilities, welfare benefits and income details. Other personal data may be processed dependent on the nature of the retainer.

The reason for requesting this information is exclusively for the purpose of Montague Solicitors to perform a service on your behalf. This is the lawful basis for collecting your personal data.

Montague Solicitors Limited have robust systems in place in order to ensure your personal data is retained and processed securely and as such take all reasonable measures to protect your data such as firewalls for electronically held data and secure off site storage facilities for the retention of paper based data. By the nature of the retainer the firm will be required to share your personal data with counsel/experts/non legal experts to obtain advice and assistance, translation agencies, and contracted suppliers who are under contract with us or

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have their own satisfactory privacy policies. These privacy policies will impose responsibilities on our contracted suppliers to process personal data only for the purpose it was provided to ensure its safe keeping, not to share with any 3<sup>rd</sup> party without written instruction and for that data to be returned upon request. Written agreements to this effect are in place with the firm's IT provider, storage provider and our preferred outsourced interpreter supplier. In addition, the firm may be required to share client's personal data with external auditors or our regulator i.e. The LAA, Lexcel, SRA, Information Commissioners Office etc and any disclosure required by law or regulation such as the prevention of financial crime and terrorism funding and other members of the Criminal Justice System.

We are required to keep your personal data for a minimum period of 6 years from the conclusion of your matter in the event that you or we need to reopen your case for the purpose of defending complaints or claims against us.

Under GDPR 2018 you are entitled to request a copy of your personal data that we hold. This is known as a Subject Access Request. We will provide you with a copy of your file containing only your personal data and will not include associated documents that contain your personal data.

If you have any concerns or wish to exercise any of your rights under the GDPR, then you can contact the data protection officer in the following ways:

Name:	Menpal Sandhu
Address:	201 Upper Street, London N1 1RQ.
Email:	menpal@montaguesolicitors.co.uk

Personal data requested will be provided to you free of charge within one calendar month of the request providing the request is not unfounded, excessive or repetitive. Under these circumstances Montague Solicitors reserve the right to refuse a request with the reason(s) being explained to you.

### **Storage of papers and documents**

After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. We will keep our file of papers (except for any of your papers which you ask to be returned to you) for a period of six years from the date your case concludes. We keep the file on the understanding that we have the authority to destroy it after that period has expired. We will not destroy documents you ask us to deposit in safe custody. There is a charge for the storage of your file and/or the safe storage of your deeds and securities (if applicable) and this sum will be added to our charges.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a reasonable charge for delivery of documents or stored papers to you or another at your request.

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If your file is kept electronically we will charge for copying this file and delivering the file in the event that you request a copy. We may also charge for reading correspondence, photocopying or other work necessary to comply with the instructions given by you or on your behalf.

We will charge a fee for the transfer of a file paper/digital/electronic of a publicly funded client (LAA asylum contract) who transfers to a provider who does not provide services via a Government legal aid (LAA asylum contract). The fee is £100.00 plus VAT. In certain circumstances if the file is large this fee may increase due to the amount of work involved.

### **Termination**

You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses.

In some circumstances, you may consider we ought to stop acting for you; for example, if you cannot give clear or proper instructions on how we are to proceed, or if it is clear that you have lost confidence in how we are carrying out your work.

We may decide to stop acting for you only with good reason; for example, if you do not pay an interim bill or comply with our request for a payment on account. We must give you reasonable notice that we will stop acting for you. If you or we decide that we will no longer act for you, you will then need to pay any charges on an hourly basis and expenses as set out earlier.

We reserve the right to terminate the working relationship in the event of threatening, abusive and discriminatory behavior. If the situation calls we will call the police or any other agency to protect our staff. This could also lead to criminal action taken alongside any civil action deemed necessary.

### **Communication between you and us**

We are confident of providing a high quality service in all respects. We have a continuous drive to improve the service that we provide to our clients and aim to work to the highest standards of our profession. However, if you experience a problem or indeed have a complaint concerning our service or bill, please raise it with me or my file supervisor, Menpal Sandhu. I will do my best to resolve the issue promptly and to your satisfaction. If I am unable to do so please contact Menpal Sandhu, who has overall responsibility for client care. In order for him to understand your complaint fully and deal with it effectively it would be preferable for you to put your complaint in writing to this office or by e-mail to [menpal@montaguesolicitors.co.uk](mailto:menpal@montaguesolicitors.co.uk). Please note that you can request a copy of our complaints procedure at any time.

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Should you remain dissatisfied at the end of our complaints procedure you may contact the Legal Ombudsman, an independent organization set up to investigate complaints about legal services. There are limitations when making a complaint to the Legal Ombudsman. If your problem or when you found out about it, happened after 5 October 2010 you must refer your complaint to the Ombudsman within either of the following:

- One year of the problem happening; or
- One year from when you found out about it.

You must also refer your complaint to the Legal Ombudsman within six months of your service provider's final response.

Non-compliance of these limitations could result in the Legal Ombudsman not being able to investigate your complaint.

They can be contacted by telephone on 0300 555 0333 or email at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk). The postal address is PO Box 6167 Slough SL1 0EH

There may also be a 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. You should note that where all or part of a bill remains unpaid the firm may be entitled to charge interest.

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

For clarity, the Law Society is a "designated professional body" for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints handling body.

### **Limited Companies**

When accepting instructions to act on behalf of a limited company, we may require a director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses as set out earlier.

### **Identity and Disclosure Requirements**

We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself and any principal whom you may represent.

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Solicitors are not allowed to disclose information about a client's affairs without the client's authority. By accepting these terms and conditions of business you authorize us to disclose to other parties in the transaction and, if applicable, to all other parties in the chain of transactions and their agents and advisers all information which we have in relation to your involvement in the transaction including any related sale or mortgage and other financial arrangements and wishes as to dates for exchange and completion. You may withdraw this authority at any time but if you do so you should appreciate that we will inform the other party or parties and their agents that this authority has been withdrawn.

### **Confidentiality**

We owe you a duty of confidentiality in respect of information relating to you which we obtain during the course of your retainer. All such information will be regarded as, and kept confidential at all times unless you instruct us to disclose information or except in the circumstances set out below.

Our duty of confidentiality to you is subject to any disclosures that we are required to make in good faith to the police, governmental, regulatory or supervisory authorities in relation to any statutory or regulatory obligations. In particular, we are required, without your knowledge or consent to report any awareness or suspicion of money laundering in relation to the proceeds of any crime. We can be ordered by Government Agencies to disclose information and answer questions about your private affairs again without your knowledge or consent.

Sometimes we ask other companies or people to do typing/photocopying/other work on our files to ensure this is done promptly. If you do not want your files to be outsourced, please tell us as soon as possible.

Occasionally, our files may need to be examined by our insurers, external auditors (for quality purposes) or external advisers (who assist the firm in maintaining quality and risk). In particular our files may need to be assessed for quality purposes by the Solicitors Regulation Authority, and, if the matter is publicly funded by the Legal Aid Agency. Your file may be one of a sample that is assessed. Therefore, we require consent for your file to be reviewed by an assessor. Please note that any external firms or organizations are required to maintain confidentiality in relation to your files this includes those examined by our insurers and external auditor or advisers. As the majority of our clients do not object to this, we would ordinarily propose to presume to have your consent unless you notify us in writing to the contrary. If you wish to withhold your consent, please advise us accordingly.

### **Conflict**

An actual or potential conflict between your interests and the interests of another client of the firm may arise during the course of a matter. If this situation arises during our dealing with you, we will discuss the position with you and determine the appropriate course of action



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### *Money Laundering*

In order to comply with our statutory obligations we operate an anti-money laundering procedure. If we know or suspect that you (or any other party involved in this matter) are involved in money laundering or hold the proceeds of crime, we are required by law to make a report to the National Crime Agency (NCA) without necessarily advising you that we are doing so. We are also prohibited from confirming or denying that a report has been made. These requirements override our duty of confidentiality to you.

Proceeds of crime are assets or income which have been derived from some form of illegal activity, for example drug-trafficking, non-payment of tax and benefit fraud. If a report is made to NCA we must stop work until we are authorized to proceed. Any fees, payments made on your behalf and expenses incurred in complying with the above will be charged to you. There may be circumstances in which we consider it appropriate, in order to protect our own position, to make a report to NCA which later proves not to have been required by law. By instructing us you agree that such reports can be made.

We do not accept liability for any consequential losses arising from any delay or otherwise as a result of making reports to NCA and ensuring compliance with our statutory obligations.

The money laundering regulations restrict us in the handling of cash. We will not accept cash payments in excess of £1,000 (one thousand pounds).

### **E-mail Communications**

If you have the necessary facilities we will sometimes use E-mail for communication with you unless you tell us not to.

Communications over the internet are not completely secure. As such you will have to guide us as to what should or should not be sent over the internet. Viruses or other harmful devices may be spread over the internet. We take reasonable precautions to prevent these problems by use of a firewall and virus checking software. If we are to communicate by email it is on the basis that you will do likewise.

### **Third Parties**

There may be occasions when the advice of a Third Party expert is required as such as a Barrister, Doctor or Surveyor etc. If the advice of a third party expert is required you will be consulted about this, in particular the choice of expert and the likely cost.

This firm maintains a register of third parties instructed by this firm and generally we will instruct one of those third parties when and if the need arises. However, you may want us to instruct a third party of your own choice and we will be happy to discuss that with you.

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We will use all reasonable endeavors to ensure that all information provide by us is accurate but we cannot account for the accuracy of information provided by or obtained from third parties.

Where we are asked to recommend the services of another advisor or service provider we will do so in good faith but without liability and without warranting the ability or standing of that person or firm. We will not be responsible for the quality of the services provided by that person or firm

### **PLEASE NOTE THAT THIS FIRM WILL NOT ACCEPT RESPONSIBILITY FOR THE ADVICE OF ANY THIRD PARTY INSTRUCTED**

The Consumer Protection (Distance Selling) Regulations 2000

You should be aware that the above named regulations provide you with a right to cancel your agreement for legal services with this firm within a specified time period and in certain circumstances. However, the nature of your case is such that we will be required to conduct work, therefore to incur costs on your behalf before that specified time period has expired. In order for that work to begin, we would ask you to sign the attached terms of engagement to show that you waive your right to cancel the agreement under the regulations and that you understand that the agreement is ongoing and will not be completed within thirty days. This will not prevent you from instructing us to stop conducting work on your behalf at any time by notice to us in writing at the above address but means that you will be required to pay for any work done on your behalf until that notice is received.

### **Financial Services**

The firm is not authorized 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 [www.fca.org.uk/register](http://www.fca.org.uk/register).

### **Liability**

The firm's liability for negligence in respect of the work that is the subject of these terms and conditions shall be limited to £3,000,000 (three million pounds).

### **Data Protection**

This firm adheres to the requirements of the Data Protection Act 2018 and in particular to the Data Protection Principles mentioned therein in relation to personal data. By accepting these terms of business you are agreeing to the processing of personal data to enable us to carry out work in accordance with your instructions.

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### **Equality & Diversity**

The firm is committed to promoting equality and diversity in its dealings with clients, third parties and employees. We will not discriminate in the provision of our services on the grounds of, for example, sex, marital status, sexual orientation, age, race, nationality, colour, disability, age.

### **Agreement**

Unless otherwise agreed, these terms of business will apply throughout the course of this current matter. Please read the terms carefully. Your continuing instructions in this matter will amount to your acceptance of these terms and conditions of business. In the event any of these terms and conditions is held to be invalid the remained of the terms and conditions will remain in full force and effect.

This is an important document:

Please keep for reference as it governs our working and contractual relationship.

The laws of England and Wales govern these Terms and Conditions of Business.