

## **OLA LESLIE SOLICITORS (OUR APPROACH TO WORKING WITH CLIENTS)**

### **CLIENT AGREEMENT**

1. Our services will be provided in accordance with our initial letter to you (Engagement Letter) and these Terms and Conditions, which should be read in conjunction with the letter confirming your instructions. Our agreement with you is subject to English Law and the courts of England & Wales shall have exclusive jurisdiction.
2. We will agree which of our lawyers will work with you depending on the legal expertise required. When we confirm individual instructions, we will ensure you are aware who will carry out the work, their level and hourly rate if applicable.
3. Our hours of business are 9.30am to 5.30pm Monday to Friday inclusive. We do not open on all Bank Holidays, and work reduced hours on some Bank Holidays and in the Christmas week. We do not take calls outside of our hours of business but we do have a voicemail service and we will deal with any messages you leave at the next opportunity during business hours.

### **SATISFACTION**

4. We hope that our relationship with you will be smooth and trouble free but we recognise that sometimes, misunderstandings and problems do occur. If this happens we encourage you to speak to the person dealing with your matter in the first instance. If your problem remains unresolved, please feel free to contact our Managing Partner at Ola Leslie Solicitors, 60 Borough High Street London, SE1 1XF or by email [ola.kupoluyi@olaleslie.com](mailto:ola.kupoluyi@olaleslie.com)

### **YOUR RESPONSIBILITIES**

5. You should carry out your responsibilities in accordance with this agreement and as we request of you from time to time. You should bring to our attention immediately information or any discovery which you consider to be inconsistent with our understanding of your matter, or any change in your circumstances, which may have a bearing on our acting for you or our provision of advice. It is particularly important that you provide us with instructions, information and requested forms and documents in a timely manner and that all information provided by you is true and accurate and not misleading to the best of your knowledge, information and belief. We cannot be held liable for any loss or damage arising from information or for inaccuracy or other defect in any document supplied by you

### **FEES**

6. Wherever possible, we will try to agree a fixed fee with you. Within this fixed fee we include all conventional work associated with your matter as set out in our Engagement Letter.
7. Where a fixed fee has not been agreed we will try to give you an estimate of how much the work is likely to cost based on our understanding of the facts known at that time. Where this is difficult to do because of the nature of the work, we will try to give you an Indication of how much to budget for, based on our experience of similar jobs. We will let you know as soon as we can if this changes. We are also happy to advise when fees reach a certain level or, if you prefer, you can set a limit on the level of charges which may be incurred without further reference to you. Any estimate for work to be carried out is not intended to be fixed unless we expressly say so. We will ensure that the difference

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between an estimate and a fixed fee is made clear to you.

8. Unless we agree otherwise, our fees are usually calculated based on time spent on the matter at the hourly rates of the people involved. Time will include: all time spent on your job including meetings with you and perhaps others, any time spent travelling, considering and preparing documents, preparation of any detailed costs calculations, correspondence and making and receiving telephone calls. Time will be charged in minimum units of 1/10th of an hour based on the hourly rate(s) which have been agreed with you. Sometimes other factors in addition to the time spent should be considered. This may be taking account of the complexity of the job, the specialised knowledge and the degree of responsibility involved the importance to you and your business, the speed with which it was dealt with and the results achieved. We will discuss this with you if this applies.
9. Value Added Tax (VAT) will be added to our fees at the prevailing rate. The rate is currently 20%.
10. Any estimate given for additional work to be carried out is not intended to be fixed unless it is expressly stated as such. In the absence of such a statement it will be our best estimate of likely cost based upon the facts then known.

#### **WHEN MONEY IS REQUIRED**

11. We may ask you to make a payment to fund disbursements. If you fail to do so, we may cease to progress your transaction until payment is received.
12. Money paid to us in advance will be held in a client account separately from the firm's own money, subject to our right to transfer and use the same in payment of our fees and expenses. Whilst we always use reasonable endeavours to ensure client money held by us is invested in appropriate banks or other financial institutions, we do not accept any liability for any losses or associated costs which may arise because of any failure, restructuring or insolvency of any financial institution used.
13. If money is received and needs to be returned, we reserve the right to return the money to the same account from which it came. In no circumstances will we agree to transfer money to you to an overseas account, nor will we agree to transfer funds to a third party. We reserve the right to retain any nominal balance otherwise due to you to cover administration charges in dealing with your transaction where we consider it to be uneconomic to return.
14. We will not accept payments from anyone other than our clients or their lender. It is the firm's policy not to accept cash above the amount of £500.00. In the case of corporate clients, payments must be received from the company bank account. Payments from the personal accounts of Directors or the Company Secretary will not be accepted.
15. Where monies are received through a bank transfer system, we reserve the right not to use such monies until we have sufficient information to identify the source of funds and allocate the payment to a client and a specific matter.
16. Where money is required from you it is essential that this is cleared in our client account the day before we are required to use it. We do not recommend payment of substantial sums by personal cheque because of the uncertainty on clearance.

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17. Any invoices outstanding at completion will attract interest from the date of delivery at the rate payable on Judgement debts (currently 8% per annum). This will be charged daily.
18. When we receive instructions from, or on behalf of, more than one person or company to deal with any matter, each person or company for whom we are acting will be separately responsible for payment of the full amount of our fees and expenses.
19. Money held by us on your behalf may be taken in payment or part payment of our invoices whether they are overdue or not. The law also entitles us to retain any money, papers or other property belonging to you, which properly come into our possession pending payment of our costs, whether or not the property is acquired in connection with the matter for which costs are incurred. This is known as a "general lien". We are not entitled to sell property held under a lien but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of costs.
20. Unless otherwise agreed you remain liable for payment of expenses, whatever the outcome of your transaction.
21. We will in each case deliver a VAT invoice, but this must by law, be addressed to the client for whom we have performed the service. Where a third party is to pay our fees the third party will not usually be able to recover the VAT element.

## **INTEREST**

22. Any money received on your behalf will be held in our Client Account in accordance with the Solicitors' Accounts Rules 2011. Subject to certain minimum amounts and periods of time set out in the Rules, interest will be calculated at the rate from time to time payable on HSBC Bank Designated Client Accounts (currently 0.01%). Interest will not be paid on sums held on your behalf in our client account except if you request that we transfer significant sums (over £50,000) into a separately designated Client account. If you request this then any interest earned on that designated account will be paid to you in full. This is because it is administratively difficult for us to calculate and account for interest on smaller sums pooled into our client account for short periods of time.

Please note in any event only interest calculated above £80.00 will be paid to you. The firm takes the view that any amount below £80 is reasonably retained by the firm to cover the administrative cost dealing with client funds. The period for which interest will be paid will normally run from the date on which cleared funds are received by us until the date of issue of any cheques from our Client Account.

Interest accrued from Designated Client Accounts will be paid net (i.e. with the deduction of tax). Interest accrued in the General Client Account will be paid gross (i.e. without the deduction of tax). It is the client's responsibility to declare any sums to HM Revenue & Customs. For many clients, the additional compliance cost and burden outweighs the benefit of receiving interest, and we offer our clients an opt-out to receiving interest held on our General Client Account. At the conclusion of your matter, we will advise you of any interest earned and allow you to opt-out of receiving this interest.

Where a client obtains borrowing from a lender in a property transaction, we will ask the lender to arrange that the loan cheque is received by us a minimum of four working days prior to the completion date. If the money can be telegraphed, we will request that we receive it the day before completion. This will enable us to ensure that the necessary funds are available in time for completion. Such clients need to be aware that the lender

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may charge interest from the date of issue of their loan cheque or the telegraphing of the payment.

## **YOUR AGREEMENT TO INDEMNIFY US**

23. You agree to indemnify us against any liability or expense, which we are legally obliged to pay or incur because of acting for you.

## **FINANCIAL SERVICES AND INSURANCE MEDIATION SERVICES**

24. We are not authorised under the Financial Services and Markets Act 2000 to provide investment advice but we are able in certain circumstances to offer a limited range of investment services to clients because we are members of the Law Society (a designated professional body). We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and The Legal Complaints Service is the independent complaints handling body of the Law Society.

25. We are not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services 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 Services Authority website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register)

## **LIABILITY**

26. All reasonable skill and care will be used in the provision of our services to you. We cannot accept responsibility for changes in the law or its interpretation that occur after our advice being delivered to you or which could not reasonably be known by us at the time. 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. We only limit our liability to the extent the law allows.

27. Advice given by us during a matter is provided to you and you alone and only in relation to the circumstances of your instructions. We do not accept any liability for the use of any such advice by any other person without our express prior written consent. The Contracts (Rights of Third Parties) Act 1999 is excluded from this agreement.

28. Our liability will be limited to the amount specified in our Engagement letter. If no amount is specified, the maximum amount of our liability will be £2 million for anyone claim or series of claims arising out of anyone cause. Any liability will also be limited to a just and equitable proportion of the total loss having regard to the extent of your own responsibility and that of any other party regardless of ability to pay. In no event will we be liable for any indirect or consequential loss, or for any loss of profits. Where other advisers are involved in any matter and an agreement to limit liability has been reached with one or more of them, our liability will be limited to an amount which would have applied had the other not so limited their liability.

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## **COPYRIGHT REMAINS WITH US**

29. We retain copyright in documents prepared by us but where documents are prepared for your use, we grant you an irrevocable, royalty free licence to use those documents for the purpose for which they were prepared.

## **TERMINATION AND SUSPENSION OF SERVICE**

30. You may terminate your instructions to us in writing at any time. We may decide to stop acting for you where we have reasonable grounds to do so. In this event, an explanation of the reasons will be provided. We reserve the right to suspend or terminate our service if any of our invoices are unpaid or any sums requested to be paid on account are not paid in accordance with our Terms & Conditions.
31. If our instructions are terminated we are entitled by law to retain your papers and documents if there is any money owing to us or there is any liability outstanding for which we remain without recourse. In the event of termination, a final invoice for any outstanding expenses will be delivered which is payable upon receipt

## **STORAGE AND DESTRUCTION OF PAPERS & DOCUMENTS**

32. Your file of papers on completed transactions will be retained for a minimum of six years on the understanding that we have your authority to destroy it after this period of time and that where suitable your file may be scanned in and stored electronically. This does not apply to documents or deeds deposited with us for safe custody. We reserve the right to destroy correspondence files without notice where your transaction aborted prior to exchange of contracts (or completion if no exchange of contracts necessary).
33. We do not normally charge you for retrieving papers or documents from storage if it is in relation to continuing or new instructions. However, we reserve the right to make a charge, other than in such circumstances, based upon time spent producing stored papers or documents together with time spent reading, corresponding or other work necessary to comply with your instructions. We also reserve the right to make a reasonable charge for copies of correspondence or documents requested of us once we have closed and stored your file.

## **DATA PROTECTION**

34. We will need to store personal information about you to provide you with legal services, and may disclose that information to relevant third parties to enable us to fulfil your instructions. Our use of this information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. You have a right of access to the personal data we hold about you. We will also keep some of your personal information so that we can contact you with legal updates and information about our services, which may be of interest to you. This information will not be passed to any third party for marketing purposes. If you do not wish to receive updates and information about our services, then please provide us with written instructions to this effect.

## **MONEY LAUNDERING PREVENTION**

35. Evidence of a new client's identity will be required in accordance with the Money Laundering Regulations. We will also require evidence of the identity of any third party upon whom we are relying to successfully implement your instructions. In addition, we will usually need to make enquiries regarding the purpose of your transaction and the

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source of any funds being used. We reserve the right to make electronic checks as part of our identity checks and agreement with these terms will be taken as your consent to any such checks being made.

36. If we have a suspicion of money laundering we are required to disclose this to the Serious Organised Crime Agency, overriding our duties of confidentiality to you. In the event of such a disclosure being made we do not accept any liability for consequential damages arising from compliance with the appropriate legislation.

## **EQUALITY & DIVERSITY**

37. This firm is committed to promoting equality and diversity in all its dealings with clients, third parties and employees and is required to produce a written equality and diversity policy. Please contact us if you would like to be sent a copy of our equality and diversity policy.

## **CONFIDENTIALITY**

38. Information received because of your instructions will be treated in confidence in accordance with our professional conduct rules. However, we will be entitled to disclose confidential information to our insurers, our auditors, and any other third party to the extent required by law or regulation, or where we consider it appropriate to ensure the successful implementation of your instructions. This term will continue in force beyond the termination or expiry of this agreement.
39. Because of the unregulated nature of the internet, any e-mail received could conceivably be copied, read and tampered with. Though the chance of interception may be small, the risk could be great. By accepting our terms and conditions, with e-mail as a communication method of communication between us, you agree that risk of loss of confidentiality or third party tampering is yours.

## **INDEPENDENT LEGAL ADVICE**

40. Where we have provided you with independent legal advice only for a fixed fee, such as for the implications of entering in to a personal guarantee for a company loan, the implications of entering in to an indirect mortgage (joint owners sole-proprietor or vice versa), the implications of entering in to a mortgage that you won't benefit from, on a transfer of equity etc we are reliant on the instructions that you provide to us and you agree that the sole responsibility for your related transaction remains with the solicitor who is conducting the that transaction. Our scope of work and advice and therefore our liability will extend only to the Independent legal advice we have given you.