

## Terms of Business for Electronic Signature

### THESE TERMS OF BUSINESS ARE AVAILABLE IN LARGE PRINT

Roche Legal is the trading name of Roche Legal Limited, a company registered in England & Wales under Company number 09667485. Roche Legal is authorised and regulated by the Solicitor's Regulation Authority - SRA No. 624200. The SRA requires us to send you certain information which is contained in these terms of business and in the Client Care letter or document (as applicable) before we can start acting for you.

The professional rules applicable to us can be found in the SRA Code of Conduct 2011 which you can access via the button in the footer on the Terms and Conditions page on our website. If accessing this is difficult, please contact us so we can help you find the information in another way.

We have tried to keep this information as clear and concise as possible but if there is any difficulty, please do not hesitate to ask. Should you proceed to instruct us, we promise to treat you fairly at all times in respect to the services that you need, how your matter will be handled and the options available to you.

#### **Contact Details**

Details of the person responsible for your matter, and of the person supervising your matter, are set out in the Client Care letter, unless previously communicated to you.

Usual working hours are weekdays from 9.00 am to 5.00 pm although appointments and telephone calls can be arranged at a time to suit you outside of these hours (and at weekends) if you need. Out of hours' appointments are subject to availability. The postal address for the office is 4 Westfield House, Millfield Lane, York YO26 6GA and the website address for the firm is [rochelegal.co.uk](http://rochelegal.co.uk)

#### **What we will do and what we will expect you to do**

We will update you by telephone or in writing (which may include email) with progress on your matter regularly and communicate with you in plain language. We will explain to you by telephone or in writing the legal work required as your matter progresses. Please note, calls may be recorded for training and quality purposes.

If your matter is not being dealt with for a fixed charge (agreed with us before any work is carried out) then we will update you on the cost of your matter monthly. You can also ask us for a cost update at any time. We will 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. We will update you regularly on the likely timescales for each stage of the matter. We are a proactive firm and will chase you if we are awaiting a response or instructions from you. Where your matter is not being dealt with for a fixed charge, then this will incur a fee.

We will expect you to provide us with clear, truthful, timely and accurate instructions and provide all documentation required to complete the transaction in a timely manner.

## **Fees and Charges**

Information about our fees (including any additional anticipated expenses) for the work that you wish us to carry out, including how and when you will be billed for it, is set out in the Client Care letter. If you have any queries about our charges or about the scope of the work that will be carried out, please just ask. Where we have quoted a fixed fee for a matter which for any reason does not complete then we will charge the full fixed fee, or a proportion of it, as is reasonable in the circumstances and depending on the amount of work carried out for you over the course of the matter.

If work on your matter is being charged based on hourly rates (see Client Care letter), then work is broken down into units of 6 minutes and recorded appropriately. Recordable time will include, but is not limited to: emails, telephone calls, text messages, letters and attendance not only with you but also with other parties involved with your matter.

Our payment terms are 14 days. We charge interest on overdue invoices at 1% per month (12% per annum) from 14 days from the date when the invoice was first sent until you pay it, even if we have to take court proceedings to recover the amount owed. If we take proceedings against you because you do not pay, we will ask the court to order you to pay all the costs we incur in proceedings. In accordance with Rule 17 of the Solicitors' Accounts Rules, where we hold monies on our client account for you in a matter, we will use this client money to settle our bill within 14 days from the date of the bill. If you have a query about any invoice, please contact us straight away.

Where, as part of our agreement, we send money electronically to you or any other party, our charges for each transfer are £30 plus VAT (known as a 'bank transfer fee'). For international bank transfers, our charges for each transfer are £70 plus VAT. These fees are payable by the recipient of the payment.

## **Liability for the legal fees of another**

### Non-contentious matters

The general rule is that each party pays their own legal costs in non-contentious matters. If you consider that you may wish to or feel pressured to pay another's costs on a non-contentious matter, please discuss this with us immediately.

### Contentious matters

The general rule for contentious matters is that "costs follow the event" – which usually means the winner gets their costs paid by the loser.

The parties can agree a different costs outcome if they want to. Any such agreements will be with your consent and must be in writing.

You should be aware that if court proceedings are issued in order to resolve your case, the court can in certain circumstances make different costs orders, for example if one party has conducted the court case in a way that has wasted considerable resources or if a party has tried to mislead the court. If there is no order for costs, each person will pay their own costs. If there is any likelihood of adverse costs orders in your matter, we will discuss it with you immediately.

## Checking your Identity

The law requires solicitors to receive satisfactory evidence of identity for their clients and sometimes for people related to them. This is because solicitors who deal with money and property on behalf of clients can be used by criminals wanting to launder money.

To comply with the law, we (in most cases) need to obtain evidence of your identity as soon as possible. We will need to see one item from List A and one item from List B, or two items from List B. **We may also need to carry out additional electronic verification checks for which there is a charge of £10 plus VAT per individual.**

List A	List B
<ul style="list-style-type: none"><li>• Full valid passport</li><li>• Valid UK photocard driving licence</li> <li>• Valid H.M. Forces identity card (MOD90/1250) bearing signatory's photograph</li></ul>	<ul style="list-style-type: none"><li>• Valid UK driving licence</li><li>• Bank account or credit card statement less than three months' old</li><li>• Firearm or shotgun certificate</li><li>• Utility bill less than three months' old (but not a mobile phone bill)</li><li>• Current Council Tax bill</li><li>• Mortgage statement for the mortgage accounting year just ended</li></ul>

All items in List B must show your current address.

### If you are a Business

If you are instructing us to act on behalf of your company, partnership or other business structure, we will need to be provided with one item from List A and one item from List B, or two items from List B for the director(s), partner(s) or such other person(s) with authority to instruct us in your matter.

Where there is more than one such person, we will require this information from at least two people.

For registered companies, we will carry out a Companies House check and so we will also need your company number.

If for any reason you cannot provide us with copies of these documents, please contact us as soon as possible to discuss other ways to verify your identity. In some cases, for example, if we visit you at home, you may not have to provide all of this information. In some cases, it may be necessary for us to undertake electronic identification checks.

We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by law to make a disclosure to the National Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing.

If we make such a disclosure in relation to your matter, we will 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.

## **Keeping your Personal Information Safe**

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.

Our use of that information is subject to your instructions, the General Data Protection Regulation (GDPR) (EU) 2016/679 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 advisers and by signing these Terms of Business you agree to this.

You have a right of access under GDPR to the personal data that we hold about you. If you have consented, we may from time to time send you information that we think might be of interest to you.

We use email to communicate and you should realise that e-mail is not a completely secure method of communication. You understand and accept this lack of security when communicating by email. If you would prefer not to communicate by email, please let us know.

## **Your File and Documents**

After completing the work, we can keep all your papers and documents while there is still money owed to us for fees and expenses. We store all our files in electronic format and destroy all hard-copy files or papers received by us immediately after scanning. If you wish us to retain any hard copies, you must tell us straight-away.

Any hard copy documents held by us for safe-keeping on your behalf such as Wills, deeds or Lasting Powers of Attorney will be held free of charge. We will not destroy any documents you ask us to deposit for you in safe custody.

We will keep our file safe in electronic format after our work for you is done. The period of that safekeeping varies according to the work we do for you but will generally be for a minimum period of 6 years or it may be indefinitely. We will return any papers that you ask to be returned to you in electronic format (unless otherwise agreed). We keep files on the understanding that we can destroy them a minimum of 6 years after the date of the final bill, without further reference to you.

If we take papers or documents out of electronic storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However, we may have to charge you for time spent in producing stored papers (either in hard copy or electronically) that are requested and / or reading correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

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.

## **Money Received from You**

We prefer to receive payments from you electronically where possible.

We are allowed to send you details of our client account for making electronic payments once we have checked your identity as set out above and are formally instructed by you. Cheques can be made payable to 'Roche Legal'.

Our practice's policy is to only accept cash up to £500. Please do not deposit cash of more than this amount directly with our bank as we may have to charge you for additional checks to prove the source of the funds. Where we have to pay money to you, it will be paid by cheque or bank transfer. We cannot pay you in cash or to a third party.

Where we hold money on your behalf in our client account, your money is protected up to certain limits under the Financial Compensation Scheme (FSCS). For more information about the FSCS generally, please visit [www.fscs.org.uk](http://www.fscs.org.uk).

## **Interest on your Money**

Our Interest Policy is this: Where we hold client money on your behalf we will pay interest to you where it is fair and reasonable to do so.

You should bear in mind that we hold your money in order to assist with your legal transaction: we are not a bank. This normally means that instant access to the money is required and that any interest paid is unlikely to be as high as that obtainable by you in depositing those funds personally in a high street bank, for example.

The rate of interest is based on the rate that we can secure from our principal bankers and so it may fluctuate. We do not pay interest where the total amount of interest calculated on your funds is less than £20. Subject to that limit, we will pay such interest as is fair and reasonable in all the circumstances and in calculating the interest due we will try to provide a fair outcome.

## **Ceasing to Act**

The relationship between us is based on a mutual trust & confidence between us. If at any time we feel that this mutual trust & confidence has ceased, then it may be inappropriate for us to continue to act for you. We will notify you of any concerns about this, before any final decision to cease acting for you on this basis is made.

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 be responsible for our charges up until that point. These are calculated on either an hourly basis plus expenses or by proportion of the agreed fee as the case may be.

## **Ending your Agreement with us**

You may end your instructions to us in writing at any time. We are allowed to keep all your papers and documents while there is still money owed to us for fees and expenses.

## **Complaints**

Roche Legal is committed to high quality legal advice and client care and we deal with all of our clients to in a way which encourages equality and respect for diversity. In the unlikely event that you are unhappy about any aspect of the service you have received or about the

bill, please contact Rachel Roche.

We have a procedure in place which details how we handle complaints and which is available on 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 to consider the complaint.

Alternatively, complaints bodies, such as Ombudsman Services ([www.ombudsman-services.org](http://www.ombudsman-services.org)) exist which are competent to deal with complaints about legal services should both you and our firm wish to use such a scheme.

For the Legal Ombudsman, visit [www.legalombudsman.co.uk](http://www.legalombudsman.co.uk). Call 0300 555 0333 between 8.30 am to 5.30 pm. Calls to 03 numbers will cost no more than calls to national geographic numbers (starting 01 or 02) from both mobiles and landlines. Calls to the Legal Ombudsman are recorded and may be used for training and monitoring purposes. For minicom service call 0300 555 1777. Email [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) | Legal Ombudsman, PO Box 6806, Wolverhampton WV1 9WJ.

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).

## **Professional Indemnity Insurance**

Our compulsory layer of professional indemnity insurance is provided by Inperio Limited of 150 Minories, London EC3N 1LS | [PIClaims@inperio.co.uk](mailto:PIClaims@inperio.co.uk) | +44 (0)20 3176 5640 and covers England & Wales.

## **Law & Jurisdiction**

These terms of business are governed by the law of England and Wales.

We hope that these terms of business are clear, but if there is anything that you are not sure about or if you simply want to check any aspect of your agreement with us, please just ask.

If you wish to instruct us to deal with your matter, please sign and return to us one copy of these terms. An electronic signature is sufficient, if preferred. If you do not return a signed copy of these Terms of Business, but continue to instruct us, this will be taken as your confirmation that you have read and agree to our Terms of Business and Client Care letter in any event.