

DSL Standard Terms of Business

1. Introduction

- 1.1. The purpose of these standard terms of business is to set out the basis upon which Dyne Solicitors Limited (“we”, “us”) will act for you (“the contract”). For the avoidance of doubt, where there is any conflict between these terms of business and any engagement letter we send to you, the terms of the engagement letter will prevail.
- 1.2. These terms will remain in force until replaced by any updated terms and conditions or other written agreement with us.
- 1.3. Should you wish to vary these terms we would be happy to discuss them. Please note that if we do vary them, we may also vary our fees.

2. People responsible for the work

We will try to avoid changing the people who handle the work, but if this cannot be avoided we will inform you promptly who will be handling the matter and why the change was necessary.

3. Charges and expenses

- 3.1. Our charges are primarily based on the time spent dealing with a matter, which we charge in increments of 6 minutes. Time spent will include meeting with you and perhaps others, considering, preparing and working on papers; correspondence and making and receiving telephone calls.
- 3.2. We will charge you at the rates set out in our client care letter or based on the rates set out in the table below for each hour of work by the relevant fee-earner from now until the review date on 1st May annually. On that date the hourly rates will be reviewed and we will notify you in writing of any increased rate.

	Charging Rates/ hour
Consultant Solicitor	£200.00 - £250.00
Director/ Associate Director	£150.00 - £225.00
Associate	£135.00 - £180.00
Assistant Solicitor	£110.00 - £135.00
Trainee Solicitor / Legal Advisor	£ 75.00 - £110.00
Para-legal Staff	£ 60.00 - £ 75.00
Non - solicitor Environmental / Health and Safety/ Employment & Transport Consultants	£120.00 - £200.00
<i>(NB These rates are subject to increase annually on 1st May)</i>	

- 3.3. Time is not the only consideration. There are other factors we will take into account such as the complexity of the matter, the amount of specialised knowledge and responsibility involved and the urgency of the matter to you the client. Our ultimate goal is to charge a fair and reasonable fee taking into account all the relevant factors. If we consider that the circumstances of the case warrant a higher rate than that specified above we will inform you. We will add VAT to our charge at the rate that applies when the work is done. At present, VAT is 20%.
- 3.4. We set out in the table below the other things you are likely to have to pay for (which are not always possible to predict)

Charging Policy		
Travel by road		£0.50 per mile
Travel by rail		2 nd Class Tariff
Overnight Subsistence	Minimum charge	£50.00
Postage	Special, courier or exceptional deliveries	At cost
Copying	A/4	£0.15 per sheet
Colour Copying or printing	A/4	£1.00 per sheet
Faxes	A/4 National	£0.25 per sheet
	A/4 International	£0.50 per sheet
Bank Transfers	All CHAPS / Same day payments	£23.50 per transaction

- 3.5. We will write to you before we incur any substantial disbursements asking you to put us in funds so that the disbursements can be paid.

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- 3.6. If you choose to terminate the contract with us, we will charge you for the work done and the expenses incurred up to the date you communicate your wish to terminate the contract.
- 3.7. If Counsel is to be engaged, we will notify you of any estimate for fees before agreeing them with Counsel's clerk and we will expect payment to cover Counsel's fees, before any instructions are sent or a brief is delivered for trial.

4. Expert Witness

Unless otherwise agreed by us in writing any expert witnesses are to be engaged directly by you. We are not responsible for settling expert's fees, which should be invoiced directly by the experts to you.

5. Money Laundering Regulations

- 5.1 If regulations designed to prevent money-laundering and the financing of terrorism apply to this matter, we reserve the right to carry out electronic identity checks using a third party provider who is registered with the Information Commissioner's Office for the storage of personal data. We will notify you before we do so and let you know the cost.
- 5.2 The Proceeds of Crime Act 2002 and the Money Laundering Regulations impose onerous obligations on Solicitors to verify and keep records of the identity of their clients. It is a condition of our accepting your instructions and/or continuing to act for you, that you must provide to us satisfactory evidence of your identity in a face to face meeting with a member of staff as soon as you have given us your instructions.
- 5.3 Solicitors are under professional and legal obligations to keep affairs of clients confidential. However recent legislation on money laundering creates a legal duty in certain circumstances to disclose information to the Serious Organised Crime Agency which is responsible for dealing with financial information concerning suspected proceeds of crime in order to counter money laundering. If this happens we may not be able to tell you because the law prohibits "tipping off".
- 5.4 In light of money laundering regulations, we are unfortunately unable to accept cash payments above £500 within any 28 day period. We will, however, accept payment of our charges by credit card or cheque.
- 5.5 Please also see covering letter for further conditions relating to money laundering.

6. Payments to Third Parties

- 6.1. If we are required to make a payment, on your behalf, to a third party (for example the purchase price of a property) we can accept that money from you if it is paid to us by your own personal cheque or bank transfer from your own account.
- 6.2. If you provide that money to us in cash or if it is paid to us by another person the law requires us to carry out further checks and searches. This will incur additional costs and may cause delay.

7. Estimates

You will be notified separately of our estimate for the work involved in this matter. In all cases, wherever charges are likely to exceed £2000 we will offer to prepare a budget estimate setting out the scope of the work for your approval.

8. Payments on account / Payment of invoices

- 8.1. It is normal practice to ask clients to make payments on account from time to time. These payments help to meet our expected charges and expenses, and help to avoid delaying progress in the matter. We will notify you separately of the sum needed on account before we commence work on your matter.
- 8.2. We do require sums that you pay to us by inter-bank transfer or by cheque to come from an account in your name at a UK or EU bank, unless you agree otherwise with us prior to the payment being made.
- 8.3. We may apply amounts credited to your client account to pay any outstanding fee or disbursements. Any payments we make will show on the bill as being paid, and we will request further payments on account as the matter progresses, to replace funds credited towards payment of a bill.
- 8.4. If payments are not made as requested by us, we reserve the right to terminate our retainer with you, and to tell the Court (if we are engaged in a litigious matter) that we are no longer acting for you.

9. Your money

- 9.1 Any money we hold for you, for whatever reason, will be held in a bank account at National Westminster Bank plc in an account separate from our own account and money.
- 9.2 We will account to you for interest on this money but in accordance with the current Law Society Rules we do not account to you if the interest earned is less than £20. Generally such interest is paid gross and should be declared by recipients to the appropriate taxing authorities.
- 9.3 In the current economic climate we take the security of your money seriously. While it is unlikely that we would be held liable for losses incurred because of a banking failure, the account in which your money is held is protected under the Financial Services Compensation Scheme (FSCS) up to the compensation limit. This is currently £50,000 for each investor.
- 9.4 Please consider this limit in the light of your existing bank arrangements. The £50,000 FSCS limit applies to you individually, and so if you hold other personal monies in National Westminster Bank plc, the limit remains £50,000 in total. Please note that some deposit taking institutions have several brands, ie where the same institution is trading under different names. For instance, National Westminster Bank plc and Royal Bank of Scotland form part of the RBS Group. You should check either with their bank, the FSA or a financial adviser for more information.
- 9.5 In the event of a banking failure, we may seek compensation under the FSCS to recover money for you. If we do so, you are deemed to consent to the disclosure to the FSCS of such of your details as are necessary to pursue the claim.

10. Bills

- 10.1. We will always be happy to discuss and explain fully any fee or item of expenditure on any bill.
- 10.2. We will send you bills for our charges and expenses, usually on a monthly basis, or if this is specifically agreed between us, when the transaction is completed.
- 10.3. We will attach to the above, a document which explains the work covered and gives a breakdown of the recorded hours and all the fee earners involved.
- 10.4. We are committed to providing prompt service and in return (unless a bill is paid by deduction from funds that we hold) we expect payment of the bill within 7 days of the date we send it to you. If you do not pay the bill within this time, we reserve the right to charge interest on it at 8% per annum on a daily basis, from the date of the bill. If you have any query about the bill you should contact the fee earner dealing with your matter straight away.
- 10.5. Please note that for reasons of security and fraud prevention, we cannot accept more than £500 in cash payments for any matter.

11. Court Hearings

- 11.1. It is our policy, in all cases which involve a court hearing to ask you to pay all previous interim bills and for all preparatory work to be billed and paid prior to the hearing taking place.
- 11.2. If we are successful in the litigation and you are awarded costs, then any bills we send to you should be paid within the normal terms of our retainer. Any costs then recovered will be sent to you as soon as they are received by way of reimbursement. Please note that it is unlikely that the Court will order your opponent to pay the full amount of your liability to us. This arises as a result of the distinction between Solicitor Client and Inter Partes costs. By instructing us you authorise us to receive payment of any costs order on your behalf from the Court or your opponent.
- 11.3. In the case of criminal cases, where an order is made to pay costs from Central Funds or from your opponent, we still require you to settle our accounts in the normal course and we will forward to you any monies we receive from the Court or your opponent (unless of course there are amounts outstanding to us from you in which case we will pay over the balance after deduction of such outstanding amounts).
- 11.4. We will undertake the necessary work to recover costs from Central Funds or the other party wherever appropriate, and the minimum charge for this service will be £250 plus VAT or such other sum as the complexity and detail the preparation and prosecution of the costs claim demands. The work undertaken will be charged for in accordance with our standard hourly rates (note that the Court may not allow for time spent in preparation and prosecution of the costs claim and therefore our charges for this service may not be recoverable from Central Funds or the other party).

12. Representing Drivers or Employees

In the event that your company asks us to represent drivers/employees we will write to you asking you to confirm in writing whether your company or the driver is to be our client, and who is to be responsible for payment of our fees.

13. Legal Aid and Insurance in Regulatory (i.e. Transport, Environmental, Health & Safety etc) or other litigious matters

We draw to your attention the fact that we are unable to undertake Legal Aid work, as we do not hold a contract to provide Legal Aid services.

We also draw to your attention to the possibility that your legal costs may be covered under a policy of insurance held either by you, your company or your employer. If you consider that you may have the benefit of such cover it is imperative that you inform us immediately as failure to notify your claim to the insurer at the outset could jeopardise any cover you might otherwise be entitled to.

Please note that under the terms of any policy held either by you, your company or your employer it may be incumbent on you or them to notify the insurer or any other third party of any enforcement or other civil or criminal proceedings brought against you and the outcome of such proceedings. We refer you specifically to clause 18.6 below.

14. Storage of papers and deeds

- 14.1. We are entitled to keep all your papers and documents while there is money owing to us. We will keep our file of papers (except for any of your papers which you ask to be returned to you) for not more than 6 years and on the understanding that we have your authority to destroy the file 6 years after sending you our final bill on this matter. However, we accept no responsibility or liability caused by our failure to retain such files or papers after the date of closure.
- 14.2. Alternatively, if you request them, we may return the files to you before the expiration of 6 years. Please note that many papers on our files constitute our working papers and will not be provided to you.
- 14.3. We will not destroy documents you ask us to deposit in safe custody. We will make every reasonable effort to keep documents left with us safe and undamaged and in the event of loss or damage will help to restore or replace any document, but we can not guarantee absolute safe custody.
- 14.4. We may at our discretion make a charge for retrieving stored papers or deeds in response to continuing or new instructions to act for you. We reserve the right to make a charge based on the time we spend on retrieving/ reading retrieved papers /deeds, writing letters or other work necessary to comply with the instructions in connection such matters.
- 14.5. We assume no responsibility for any critical date in any document held by us unless we have specific instructions from you to monitor and action such critical date and you have agreed to pay a charge for such monitoring.

15. Intellectual Property Rights

The intellectual property and copyright in everything we prepared for you, either before or during a transaction, belong to us. This includes all letters, reports, advice, precedents or other materials.

16. Confidentiality and Publicity

- 16.1. We endeavour to maintain the highest standards of confidentiality and we will not disclose any confidential information to third parties without your consent. We consider that most client information and the letters, advice, reports and other information we supply to you are confidential information.
- 16.2. Nonetheless we may be obliged to disclose information in order to comply with Law Society Rules and the general law applicable in England and Wales.
- 16.3. With your consent, we may wish to seek publicity concerning our involvement in a matter. You are under no obligation to consent and you will have the opportunity to review proposed publicity material before release

17. Third Parties

- 17.1. If we give you advice, letters, reports or documents and you disclose these to a third party, we do not recognise any obligation to that third party. Where we provide you with documents, letters, advice or reports specifically to be disclosed to or used by a third party, we reserve the right to impose terms relating to that use or to require the third party to enter into an agreement with us in connection with the provision of such information.

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17.2. We do not accept any liability to any person to whom our advice is not addressed save where such advice gives rise to a duty of care to a third party.

18. Limitation of Liability

- 18.1. If we are professionally negligent, our maximum liability to you in respect of any matter on which you instruct us is £3 million.
- 18.2. We hold professional indemnity insurance and, should you so request, we can provide you with the name and contact details of our professional indemnity insurer, together with details of the territorial coverage of the insurance.
- 18.3. If you accept any express exclusion or limitation of liability from other professional advisers our total liability to you will not exceed the aggregate amount for which we would otherwise have been liable after deducting any amount which we would have been entitled to recover pursuant to the Civil Liability (Contribution) Act 1978 but are prevented from doing so as a result of any such exclusion or limitation of liability. Our liability shall be further limited to that proportion of your losses that it would be equitable to require us to pay having regard to the extent of our liability for the same.
- 18.4. Without prejudice to any right you may have to bring an action against us, you agree not to bring any claim in respect of any matter against any individual director, agent or employee of Dyne Solicitors Limited personally.
- 18.5. We try to ensure that our emails and attachments are protected by virus checking software. However, we do not accept any liability for any loss or damage caused by viruses emanating from or relayed by us.
- 18.6. We do not advise on any tax issues, other than Stamp Duty Land Tax in property transactions or if specifically requested by you to do so. As such, save where we specifically advise, we cannot accept any responsibility for such matters.
- 18.7. Unless expressly instructed by you to do so in writing we do not accept any responsibility for notifying or updating your insurers or third parties as to the existence or progress of any enforcement or other civil or criminal proceedings brought against you. Save as mentioned above keeping your insurers or other third parties informed as to the initiation or progress of any enforcement or other proceedings brought against you is your sole responsibility.

19. Contracts (Rights of Third Parties) Act 1999

The Contracts (Rights of Third Parties) Act 1999 does not apply to these terms or any subsequent amendment thereof save that our employees and directors can benefit therefrom.

20. Data Protection

- 20.1. Where we obtain information about you, including the identification we are required to obtain in connection with the Money Laundering Regulations ("your Data"), we will keep a copy of this. We may use your Data to undertake a search with a credit reference agency. We will keep a copy of any searches made and the results, which will be kept for credit reference purposes. The credit reference agency may also keep a copy and they may share that information with other businesses who undertake similar searches in respect of you.
- 20.2. Under the Data Protection Act 1998 an individual has the right upon payment to obtain copies of the information about them held by us. If you have any queries in relation to this please contact the fee-earner working for you.

21. Email Communication

- 21.1. Unless you instruct us otherwise we will use email communication with you. However, please note the following:
- 21.2. Email is not secure and you must guide us as to what should not be sent over the Internet to you or on your behalf.
- 21.3. Emails do not always reach the intended recipient and we cannot guarantee that every email, sent or received, will reach the intended end user.
- 21.4. If we are to communicate with you by email, it is on the basis that you will use reasonable precautions to prevent viruses or harmful applications being transmitted by you.

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21.5. We may monitor email traffic to detect unauthorised or illegal use of our email system. In doing so we may collect personal data contained in emails. Any data so collected will be held and processed in accordance with the Data Protection Act 1998

22. Standards

22.1. We endeavour to meet certain standards with regard to client care. Such standards include:

- 22.1.1. Clients should receive copies of all substantive correspondence either by fax, email or post;
- 22.1.2. Telephone calls from clients are to be returned during the course of the same day if at all possible;
- 22.1.3. Correspondence of any sort is generally to be dealt with on the same day that it is received;
- 22.1.4. Appointments are to be given to clients without undue delay;
- 22.1.5. A Director will review and assist on work undertaken by assistant solicitors or less qualified staff.

22.2. There are other standards but these are the main ones that affect your dealings with us. Please remind us if you feel we are not keeping to these standards.

22.3. Please note that whilst the standards we endeavour to meet are, in our view, in your best interests; when it comes to the assessment of any costs awarded in your favour the costs assessment system may not reimburse you fully for all the work we undertake to meet such standards.

22.4. The professional rules relating to solicitors' firms, including the Code of Conduct, can be accessed on the website of the Solicitors Regulation Authority at www.sra.org.uk/code-of-conduct.page

23. Client Obligations

23.1. To pay our invoices promptly

23.2. To pay us monies on account when requested promptly

23.3. To notify us immediately of any change in circumstances that might have a bearing on the matter we are handling for you.

23.4. To answer our legitimate enquiries and requests for instructions, information or documentary materials reasonably required by us for the progression of your matter promptly and without delay

24. Oral advice

We may be requested to answer enquiries over the telephone or in meetings on an informal basis. As these may involve an immediate answer to a complicated problem in respect of which we may not have received full and accurate information, we shall have no liability to you in contract or tort (including negligence) for our answers unless we confirm them in writing. You should neither act nor refrain from acting on the basis of such answers unless they are confirmed in writing by us.

25. Termination

25.1. You may terminate your instructions to us in writing at any time. For example, you may decide you cannot give us clear or proper instructions on how to proceed or you may lose confidence in our work. We are entitled to keep all your papers and documents while money is owing to us.

25.2. We will decide to stop acting for you only with good reason and, wherever possible, on giving you reasonable notice. This may be for example, if you fail to give us clear or proper instructions to enable us to proceed with the case; if you give us an instruction that we cannot accept without bringing the firm into disrepute or which conflicts with any duty that we owe to the Court; if you require us, or counsel, to advance an argument, or make a submission to the Court which is not, as a matter of law, properly arguable; if we are unable to contact you for instructions for a period in excess of 28 days; if interim billing is outstanding for a period of 14 days or more without our having reached an agreement with you to accommodate late payment or payment by instalments or if you do not pay an interim bill or a payment on account which has been requested.

25.3. We will stop acting for you if you become insolvent. In the case of an individual this means if you are made bankrupt or enter into an individual voluntary arrangement with creditors. In the case of a company this means when a winding up order or an administration order is made against the company, or a resolution passed for its voluntary winding up, or where administrative receivers are appointed over the property of the company or where the company enters into an approved company voluntary arrangement with its creditors. In the case of a partnership this means when a winding up order or administration order is made against the partnership or when a partnership enters into an approved partnership voluntary arrangement with its creditors.

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25.4. If you or we decide that we will stop acting for you, you will pay our charges on an hourly basis and expenses or as stated in any separate correspondence. Any outstanding charges and expenses become payable on the date of termination.

26. Raising queries or concerns with us.

- 26.1. We take every complaint seriously and will endeavour to do everything reasonable to respond to your complaint. A copy of our procedure for handling complaints is available on request.
- 26.2. If you have any queries or concerns about our work for you, please take them up at first with the fee earner dealing with your case. If that does not resolve the problem to your satisfaction, or you would prefer not to speak to the relevant fee-earner, then please take it up with the client care contact, John Dyne. If you are not satisfied with our handling of your query or issue you can ask the Legal Ombudsman to consider the matter. You may write to him at PO Box 15870, Birmingham B30 9EB, or alternatively e-mail him at enquiries@legalombudsman.org.uk. Normally, you will need to bring any such matter to the attention of the Legal Ombudsman within six months of receiving a final written response from us in relation to your query or issue.
- 26.3. You have the right to object to our invoice and apply for an assessment of the invoice under Part III of the Solicitors Act 1974, or by making a complaint to the Legal Complaints service at Victoria Court, 8 Dormer Place, Leamington Spa, Warwickshire CV32 5AE. Their website is at www.legalcomplaints.org.uk. You can also make a complaint to the legal ombudsman as described in paragraph 26.2 above.
- 26.4. All solicitors are obliged to attempt to resolve problems that clients may have with the service provided. It is therefore important that you immediately raise your concerns with us. We value you as a client and would not wish to think you have any reason to be unhappy with us.

27. Governing Law

These terms and the work we do for you will be governed by English Law.

28. Conclusion

- 28.1. Your continuing instructions will amount to your acceptance of these terms of business, but please sign and date the enclosed copy of this document and return it to us immediately. Then we can be confident that you understand the basis on which we will act for you.
- 28.2. We hope that by sending these standard terms of business to you we have addressed your immediate queries about the day-to-day handling of your work and our terms of business. However, if you have any queries, please do not hesitate to contact the person dealing with your matter.
- 28.3. This is an important document, which we would urge you to keep in a safe place for future reference.