

# Dyne Solicitors Limited

## Standard Terms and Conditions

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### 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 ('you', 'your') ('the Contract').
- 1.2. These terms will remain in force until replaced by any updated Standard Terms of Business or other written agreement with us.
- 1.3. 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.
- 1.4. This is an important document, which we would urge you to keep in a safe place for future reference.

### 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.

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### 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 - £350.00
Director/ Associate Director	£185.00 - £350.00
Associate	£135.00 - £250.00
Assistant Solicitor	£110.00 - £250.00
Trainee Solicitor / Legal Advisor	£ 75.00 - £150.00
Legal Support	£ 75.00 - £150.00
Telephone Advice Line (DyneProtect®)	£ 250.00 - £1,500
Non - solicitor Environmental / Health and Safety/ Employment & Transport Consultants	£120.00 - £250.00
<i>(NB These rates are subject to increase annually on 1<sup>st</sup> 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		
<b>Travel by road</b>		£0.45 per mile
<b>Travel by rail</b>		2 <sup>nd</sup> Class Tariff
<b>Overnight Subsistence</b>	Minimum charge	£50.00
<b>Postage</b>	Special, courier or exceptional deliveries	At cost
<b>Copying/printing</b>	A/4	£0.15 per sheet
<b>Colour Copying/ printing</b>	A/4	£1.00 per sheet
<b>Bank Transfers</b>		£17.50 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.
- 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 and for any ongoing work and expenses related to the return of your papers to you or to any third party.
- 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.

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### **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 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 National 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 bank transfer or credit card. Due to cheque clearance delays cheques are not normally acceptable methods of payment.
- 5.5 Please also see our client care statement for further conditions relating to money laundering and cybercrime.

### **6. Payments to Third Parties**

- 6.1. If we are required to make a payment, on your behalf, to a third party (for example to pay a Barrister or a litigation settlement) 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. Monies held on account will be brought into account when we raise our monthly invoices.
- 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 the Contract with you, and to tell the Court (if we are engaged in a litigious matter) that we are no longer acting for you.

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- 8.5. In the event that we stop acting for you and Civil proceedings have been issued, where the matter is not completed, you remain liable for such further costs and fees which we may unavoidably incur. For example we may have to apply to the Court for a Court order removing us from the Court's record as acting on your behalf.
- 8.6. We are registered for VAT and our VAT number is 854 6022 31.

#### **9. Your money**

- 9.1 Any money we hold for you, for whatever reason, will be held in a bank account at Santander UK plc in an account separate from our own account and money.
- 9.2 Our policy is to account to clients for interest earned whilst their money is in our client account, provided the amount of interest exceeds £20. The interest payable is unlikely to be as high as might be obtainable by you, as the Solicitors Regulation Authority Accounts Rules state that client's money must be held in an account enabling instant access, in order to facilitate a transaction. However, if we are aware that a significant amount of money will be held in client account for a fairly significant length of time, consideration would be given to opening a designated deposit account. 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 £75,000 for each investor.
- 9.4 Please consider this limit in the light of your existing bank arrangements. The £75,000 FSCS limit applies to you individually, and so if you hold other personal monies in Santander UK plc, the limit remains £75,000 in total. Please note that some deposit taking institutions have several brands, i.e. where the same institution is trading under different names. For instance, Alliance and Leicester, Cahoot, and Cater Allen form part of the Santander UK plc. You should check either with their bank, the FCA 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 require 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 at 8% per annum on it 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. In the unlikely event that our invoices are not paid within 28 days of issue, your matter will be automatically passed to our Debt Recovery Department. You will then incur further charges (at our prevailing hourly rates) and expenses for any debt recovery steps taken. Full details of those charges and expenses will be provided and invoiced.

#### **11. Instructions (and joint and several guarantee and assurance)**

- 11.1. Your continuing instructions will amount to your acceptance of these terms of business.
- 11.2. Where we have accepted instructions from a limited company or any other incorporated body ("Business") continuing instructions from a director, directors, company secretary or any other person having ostensible authority:

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- 11.2.1. acts as a joint and several agreement by the Business, the director(s) and company secretary together with the signatory of these Standard Terms of Business ("the Signatory") to ensure that our invoices are paid in full either by the Business or the instructing director(s), company secretary or the Signatory jointly and severally and this agreement takes the form of a **joint and several guarantee** by them in our favour; and
- 11.2.2. acts as an **assurance** by the director(s), company secretary and the Signatory **jointly and severally** that the Business is able to pay for the services we provide on credit.
- 11.3. Where we have accepted instructions from a business trading as a firm or partnership ("Partnership"), continuing instructions from those who are from time to time the owner(s) of, or who constitute the Partnership or who are management of the Partnership:
  - 11.3.1. acts as a joint and several agreement by the Partnership and those who own or constitute that Partnership together with the signatory of these Standard Terms of Business ("the Signatory") to ensure that our invoices are paid in full either by the Partnership or those who constitute the Business or the Signatory jointly and severally. This agreement takes the form of a **joint and several guarantee** by them in our favour. No changes in the constitution of that firm will discharge such joint and several liability under this guarantee notwithstanding section 18 of the Partnership Act 1890; and
  - 11.3.2. acts as an **assurance** by the Partnership and those who own and constitute that Partnership and the Signatory **jointly and severally** that the Partnership is able to pay for the services we provide on credit.

## **12. Court Hearings**

- 12.1. 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 and for you to place us in funds with regard to anticipated Counsel's fees for attendance at the Hearing.
- 12.2. 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 the Contract. 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.
- 12.3. In the case of civil cases, the general rule regarding costs in litigation is that, if your claim succeeds or if you successfully defend a claim, you will be entitled to recover your costs from the opponent. On the other hand, if the claim fails or you do not successfully defend it, you are likely to be required to pay the opponent's costs. However, the court has discretion to make a different costs order. The court will take into account factors such as the conduct of the parties and other admissible offers to settle the case. It is very unusual for a party to be able to recover all of the costs incurred in the litigation. As a general rule, around 65-85% of costs are recovered. The actual amount of costs to be paid is subject to an assessment process, unless the parties can agree the amount that will be paid. The standard basis of assessment is to allow costs to be recovered that were reasonably incurred, reasonable in amount and proportionate to the matters in issue. Costs which are disproportionate in amount may be disallowed or reduced even if they were reasonably or necessarily incurred. If the Court requires costs budgets to be prepared, it will also take these into account. If a party's actual costs exceed its budget, the excess may not be recoverable from the paying party.
- 12.4. In the absence of an agreement between the parties, which includes payment of pre-action costs, costs incurred before Court proceedings are issued will not ordinarily be recoverable. We will of course strive to recover these costs for you. Once Court proceedings are issued, then your pre-action costs incurred are included as costs of those proceedings and are recoverable as outlined above. The estimated costs of the litigation can be one of the most significant factors to consider when deciding whether to pursue, or defend, a claim.
- 12.5. 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).

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- 12.6. 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).

#### **13. Representing Employees or Subcontractors**

If you ask us to represent employees or subcontractors you will be responsible for payment of our fees.

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

- 14.1 We do not to undertake Legal Aid work, as we do not hold a contract to provide Legal Aid services.
- 14.2 We draw to your attention 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 notify us immediately as failure to notify your claim to the insurer at the outset could jeopardise any cover, you might otherwise be entitled to. If you do not notify us, we shall be entitled to undertake work pursuant to the Contract on a private fee paying basis meaning you will be responsible for our fees. To the extent that any fees or disbursements we invoice for work undertaken on your matter is not paid by your insurers we reserve the right to recover such unpaid fees or disbursements from you including any VAT thereon.
- 14.3 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 19.6 below.

#### **15. Storage of papers and deeds**

- 15.1. We are entitled to keep all papers and documents (the file contents) (whether in hard copy or held electronically) in relation to your matter while there is money owing to us from you. We will keep the file contents (except for any papers you are entitled to have returned and which you request to be returned before the date of closure) in electronic format for at least 6 years on the understanding that by accepting these Standard Terms of Business you have given us authority to destroy the file contents at any time on or after the date 6 years from and including the date of our final bill on your matter (the date of closure). We will return any original documents (such as plans, certificates etc) to you provided you request these before the date of closure. Original documents of no intrinsic value will not be retained as we tend to scan and store electronic copies of correspondence and documents you supply to us. We accept no responsibility or liability caused by our non retention of such original documents of no intrinsic value or our non retention of the file contents after the date of closure.
- 15.2. Please note that some of the file contents constitute our working papers and these will not be provided to you as you are not entitled to these.
- 15.3. We will not destroy documents you specifically ask us to preserve or we offer to return to you but such documents must be collected by you within a reasonable period (i.e. not exceeding one month from the date the preservation request or offer to return is made) or they will returned to you where practicable by ordinary second class post (or otherwise by recorded or special delivery or other means of postal or courier service (as specified by you) at your expense).
- 15.4. We will charge (at our prevailing hourly rates) for retrieving stored papers or deeds in response to continuing or new instructions to act for you. We also reserve the right to make a charge (at our prevailing hourly rates) for retrieving/ reading retrieved papers/ deeds, writing letters or other work necessary to comply with your instructions in connection to such matters. We will charge you for the work done and the expenses related to the management of the closure of your file and / or the return of your papers to you or to any third party.
- 15.5. **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.**
- 15.6. There is no distinction between hard copy and electronic papers and documents. **We may at our discretion, at any time without recourse to you, scan all hard copy papers and documents held into electronic format to be retained as described above. Unless the papers or documents are of**

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**intrinsic value the hard copy may then be destroyed at our convenience and without reference to you.**

#### **16. Intellectual Property Rights**

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

#### **17. Confidentiality and Publicity**

17.1. We will 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.

17.2. We may be obliged to disclose information in order to comply with Solicitors Regulation Authority rules and the general law applicable in England and Wales. 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.

#### **18. Third Parties**

18.1. 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.

18.2. 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.

#### **19. Limitation of Liability**

19.1. Our maximum liability to you in respect of any matter on which you instruct us is £3 million in respect of any claim of professional negligence.

19.2. 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.

19.3. 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.

19.4. 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.

19.5. 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.

19.6. 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.

19.7. By instructing us you warrant to us that you are not you are not a sanctioned individual or entity under the UK Sanctions Regime ('designated person'). We will have no liability to you in respect of any matter you instruct us on in the event we are required to cease working for you on such matter because you are a designated person.

#### **20. 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.

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#### **21. General Data Protection Regulation (EU) 2016/679 (GDPR)**

- 21.1. We will process any personal information supplied to us by you in accordance with our Data Protection Privacy Notice (see post).
- 21.2. Where you provide us with personal information belonging to a third-party individual (e.g. director, employee, sub-contractor, consultant), you must ensure you have obtained the necessary consents from such third party in order to disclose their information to us and have provided them with a copy of our Data Protection Privacy Notice. In any event by accepting our terms you hereby authorise us to notify any such third party you have provided their personal information to us and to supply any such third party with details of our Data Protection Privacy Notice directly.
- 21.3. You will comply at all times with your respective obligations under the provisions of the GDPR and shall not perform your obligations in such a way as to cause us to breach any of our applicable obligations under GDPR.

#### **22. Email Communication**

- 22.1. Unless you instruct us otherwise, we will use email communication with you and we shall be entitled to assume that you will only provide email addresses to us to send communications and documents and files to you that are secure and confidential and to which only authorised and trusted employees or other third parties have access. However, please note the following:
- 22.1.1. Email is not always secure, and you must guide us as to what should not be sent over the Internet to you or on your behalf.
- 22.1.2. Emails do not always reach the intended recipient and we cannot guarantee that every email, sent or received, will reach the intended end user.
- 22.1.3. If we are to communicate with you by email, it is on the basis that you will use reasonable precautions to prevent unauthorised access to such emails or viruses or harmful applications being transmitted by you to us.
- 22.1.4. 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 **GDPR**.

#### **23. Standards**

- 23.1. We endeavour to meet certain standards with regard to client care. Such standards include:
- 23.1.1. clients should receive copies of all substantive correspondence either by email or post;
- 23.1.2. telephone calls from clients are to be returned during the course of the same day if at all possible;
- 23.1.3. correspondence of any sort is generally to be dealt with on the same day that it is received;
- 23.1.4. appointments are to be given to clients without undue delay; and
- 23.1.5. a Director (where necessary and appropriate) will review and assist on work undertaken by assistant solicitors or less qualified staff.
- 23.2. 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.
- 23.3. 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.
- 23.4. The professional rules relating to solicitors' firms, including the Code of Conduct, can be accessed on the website of the Solicitors Regulation Authority: <http://www.sra.org.uk/solicitors/handbook/code/content.page>.

#### **24. Client Obligations**

- 24.1. To pay our invoices within 7 days of the date that they are sent to you whether or not your matter is covered by legal expenses insurance.
- 24.2. To promptly pay us monies on account as immediately cleared funds when requested.
- 24.3. To notify us immediately of any change in circumstances that might have a bearing on the matter we are handling for you (e.g. you are or have become a designated person).



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- 24.4. 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.
- 24.5. To advise us of any change of address (postal or email) or telephone numbers.
- 24.6. To provide us with personal identification details to prove to us the identity and residential address of specified individuals on request.
- 24.7. If you know that you are, or may become, a party to civil proceedings, you are under a duty to take reasonable steps to preserve documents in your control that may be relevant to any issue within those civil proceedings and to provide copies of those documents to us at the earliest opportunity.
- 24.8. When a party to civil proceedings you are under a duty to disclose not only documents which support your case but also those documents which may be termed 'Adverse'. You must act honestly in the process of giving disclosure and reviewing documents for the disclosure process.
- 24.9. The Civil Procedure Rules concerning preservation of documents include a duty upon you to make copies of sources and documents and to store them. This would necessarily include an obligation upon you to suspend any relevant document deletion or destruction processes which you have in force, from the outset for the duration of proceedings until conclusion of the matter.
- 24.10. Where agents or third parties hold documents on your behalf (for example your accountants), you are under a duty to advise them to suspend any relevant document deletion or destruction processes which they may have in force, from the outset for the duration of proceedings until conclusion of the matter.
- 24.11. When contemplating civil proceedings or becoming a party to civil proceedings you are under an obligation to send a written notification in any form to all relevant employees and former employees notifying them that they must not delete or destroy documents that may be relevant to an issue in the proceedings.
- 24.12. In signing these Standard Terms of Business and/or instructing us to act on your behalf in civil proceedings you acknowledge that you are aware of your disclosure obligations and that you are in compliance with conditions 24.7- 24.11 above.
- 24.13. In the event of any breach of conditions 24.7-24.11, we reserve the right to terminate our retainer with you.

#### **25. Deadlines**

We will inform you of any deadlines prescribed by the Court where applicable. The Courts are now strictly enforcing their deadlines and failing to comply can result in sanctions being applied including claims being struck out or costs penalties being applied. You must therefore ensure that you provide all that we require to comply with the Court's deadlines in good time.

#### **26. 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. All telephone calls on our landlines are recorded for fact verification purposes.

#### **27. Termination**

- 27.1. 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. We are entitled to keep all your papers and documents while money is owing to us.
- 27.2. 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; if you are or become a designated person.

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27.3. 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.

27.4. 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.

#### **28. Insurance Mediation**

28.1. We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on certain regulated activities which are complementary and incidental to the professional services we provide to you. 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).

28.2. In the event of our recommending an insurance policy (for example for litigation costs) we confirm that the market would be researched before any recommendation is made; and that we would provide a "demands and needs" statement based on the information provided by you, along with reasons for recommending a policy.

#### **29. Agreed Fee Retainer (DyneProtect®)**

29.1. If you enter into an agreed fee retainer with us for 'telephone advice' it will be for a fixed period of 12 months from and including the day we receive payment of the agreed fee.

29.2. Any obligations on our part under the agreed fee retainer (DyneProtect®) shall not arise until the agreed fee retainer has been paid.

29.3. The agreed fee retainer (DyneProtect®) will not automatically renew on expiration of the fixed period of 12 months and if we choose to renew the agreed fee retainer (DyneProtect®) any renewal fee may be subject to increase at our discretion.

29.4. You acknowledge and agree that no warranty is given by us that we will either renew the agreed fee retainer (DyneProtect®) or provide any legal services not expressly included within the agreed fee retainer (DyneProtect®).

29.5. Telephone advice in the context of the agreed fee retainer (DyneProtect®) shall mean communication with you over the telephone on our landline for the purposes of providing you with general legal advice in connection with Road Transport, Environmental and Health & Safety law and any related civil litigation issues.

29.6. Telephone advice shall not include the perusal of documents, legislation, drafting, preparation of submissions, claims, letters or emails or written advice or opinion.

29.7. Telephone advice shall be general in nature and shall be recorded for fact verification purposes and subject to fair use and an absolute limit of £5000 + VAT worth of advice in any period of 12 months based on our telephone advice hourly charging rate.

#### **30. Cancellation Rights**

30.1. If you are an individual consumer (and not a business entity or an individual acting in connection with their trade, business or profession) and our contract with you is a 'distance contract' or an 'off-premises contract', you have the right to cancel this contract within 14 days of the conclusion of the contract ('the cancellation period'). Conclusion of the contract means the date you sign these Terms of Business (or confirm your acceptance of these terms in another manner). This right exists in accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

30.2. This right will typically exist where we take instructions from you outside of our offices, for example during a visit to you, or by means of distance communication such as over the telephone or by email. However, if you

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are unsure whether these cancellation rights apply to you, please contact us immediately upon receipt of these terms.

30.3. Please refer to the cancellation notice at the end of these terms for further information about your right to cancel and the conditions attached to the same.

**30.4. Where cancellation rights apply under these regulations, we will not start work on your file within the cancellation period because the regulations prevent us from doing so unless you instruct us otherwise. If you would like our service to start within the cancellation period, please sign a copy of these terms, mark the relevant box stating your wishes and return a copy to us.**

30.5. Once we have started work on your file within the cancellation period, on your instruction, you will be charged for any work done if you then cancel your instructions. You will have to pay us an amount which is proportionate to the work completed until we receive notice of cancellation from you, in comparison with the full coverage of this contract.

### **31. Raising queries or concerns with us.**

31.1. 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.

31.2. 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 John Dyne, the firm's client care director. If you still remain dissatisfied with how your complaint has been handled and the decision on it, we will write to you confirming our final position on your complaint and explaining why we consider our handling of it, and our decision (and the result of any review), were reasonable. If you remain dissatisfied at the end of our complaints process, you would then be at liberty to contact the Legal Ombudsman, whose address is PO Box 6806, Wolverhampton WV1 9WJ. Their telephone number is 0300 555 0333. Their e-mail address is [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk). Their website is at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk). That organisation is the statutory body to whom you may refer your complaint, once we have concluded our professional obligation to try to resolve it. The time limit for you to make a complaint to the Legal Ombudsman is six months from our final response to the 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).

31.3. A complainant to the Legal Ombudsman must be one of the following:

- a) An individual;
- b) A micro-enterprise as defined in the European Recommendation 2003/361/EC of 6 May (broadly, an enterprise with fewer than 10 staff and a turnover of or balance sheet value not exceeding €2 million);
- c) A charity with an annual income of less than £1 million;
- d) A club, association or society with an annual income less than £1 million;
- e) A trustee of a trust with a net asset value less than £1 million, or a personal representative or the residuary beneficiaries of an estate where a person with a complaint died before referring it to the Legal Ombudsman.

31.4. You may also 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 you can also make a complaint to the Legal Ombudsman as described in paragraph 30.2 above.

31.5. 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.

31.6. If you are a client and we have entered into a contract with you by electronic means (website, email, etc.), you may be entitled to use an EU online dispute resolution service to assist with any contractual dispute you may have with us. This service may be found at <http://ec.europa.eu/consumers/odr/>. Our email address is [info@dynesolicitors.co.uk](mailto:info@dynesolicitors.co.uk).

### **32 Governing Law**

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

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### 33 Authorised email address

Please provide us with an e-mail address which you hereby authorise us to use to send private and confidential information to you (including legal documents, advices and opinions). If this email address changes you will need to notify us of this change so we can update our records:

E-mail Address:.....

I have read and accept on behalf of the Business and the Officers or the Partnership and those who own or constitute that Partnership (as the case may be) these terms of business (including the joint and several personal guarantee and assurance as set out under condition 11)

Signed: .....

Print name..... [For handwritten signatures only]

#### Data Protection Privacy Notice (Notice)

This Notice was updated on 21.05.2018

Your privacy is important to us, so we have developed this Notice for your information. (Note that terms used in this Notice (denoted by **bold italics**) defined in the EU General Data Protection Regulation (**GDPR**) shall have the meaning given in **GDPR**)

#### Information

For the purposes of **GDPR** we, Dyne Solicitors Limited, are the **Data Controller**. This Notice contains important information on how and why we collect, store, use and share your **personal data** (including **personal data** relating to members of your staff and your sub-contractors) that you provide to us. It also explains your rights in relation to such **personal data** and how to contact us or supervisory authorities in the event you have a complaint. Our use of such **personal data** is subject to **GDPR**, other relevant UK and EU legislation and our professional duty of confidentiality. When you or any member of your staff supply us with personal data relating to directors, employers, members of your staff and your sub-contractors we shall assume you have either obtained the necessary consents from all such individuals in order to disclose their information to us or you have some other lawful basis for processing such data and have done so in accordance with your data protection privacy notice or policy in your own capacity as **Data Controller**.

#### How your personal data is collected

We collect most of the personal data from you as described above. However, we may also collect information from public registers such as those maintained at Companies House or from your appointed professional advisers such as accountants and consultants.

#### How we use your information for the purposes of GDPR

We will collect personal data while advising and/or acting for you. The personal data we collect will depend on why you have instructed us. If you do not provide personal data we ask for, it may prevent us from providing services to you. We will keep confidential all information (including **personal data**) held by us and shall only use such information to enable us to act in your best interests and carry out your instructions. In this respect the **processing** of any **personal data** held by us will be used for no other purpose than to fulfil our contractual obligations to you or for compliance with a legal obligation to which we are subject. In this regard we may share your information (e.g. contact details and email address) with other professionals (e.g. Barristers and Accountants) or other experts and consultants or other third parties also acting on your behalf in connection with the matter for which we are providing legal services to you. General categories of recipients of your personal data may include:

i. courts and other tribunals to whom documents are presented; ii. potential witnesses, experts, and friends or family; iii. solicitors, barristers and other legal representatives; iv. ombudsmen and regulatory authorities; v. current, past or prospective employers, co directors; vi. business associates, professional advisers and trade bodies.

We may also share your data with external auditors. We only allow our service providers to handle your personal data if we are satisfied that they take appropriate measures to protect your personal data. Under data protection law, we can only use your personal data if we have a proper reason for doing so, e.g. to comply with our legal and regulatory obligations; for the performance of our retainer or contract with you or to take steps at your request before entering into a retainer or contract; for our legitimate interests; or if you have given consent. A legitimate interest is when we have a business or commercial reason to use your information, so long as this is not overridden by your own rights and interests. We regard such **processing of personal data** as lawful **processing** as it is linked to the performance of our contractual and professional obligations to you.

We may use or share your **personal data** for credit reference purposes or for use in credit decisions, for money laundering or fraud prevention, or to enforce personal guarantees, pursue, claims, debtors and debts. We regard such **processing of personal data** as lawful processing as such **processing** is necessary for the establishment, exercise or defence of legal claims or where we are under a legal obligation to do so for regulatory or compliance purposes or to ensure data security, protection and confidentiality or such **processing** is lawful in any event as we have a legitimate interest in **processing** your **personal data** because of our relationship with you. We may disclose and exchange information with law enforcement agencies and regulatory bodies to comply with our legal and regulatory obligations.

We may use or share any of your **personal data** which you have manifestly made public for purposes of communicating with you for any of the purposes indicated above. We regard such **processing of personal data** as lawful **processing** as it is held on publicly

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accessible databases, registers or lists and its use by us will be compatible with the reasons that justify its presence on such databases, registers or lists.

### Promotional communications

We may use your personal data to send you updates (by email / post) about legal developments that might be of interest to you and/or information about our services, including seminars, exclusive offers, promotions or new services. We have a legitimate interest in processing your personal data for promotional purposes. This means we do not usually need your consent to send you promotional communications. However, where consent is needed, we will ask for this consent separately and clearly. We will always treat your personal data with the utmost respect and we would never sell or share it with any non-linked or non-associated organisations outside of our control for marketing purposes. You have the right to opt out of receiving promotional communications at any time by:

- contacting us by sending us an email to: [info@dynesolicitors.co.uk](mailto:info@dynesolicitors.co.uk) (or you can call us on 01829 773100)
- using the 'unsubscribe' link in promotional emails

We may ask you to confirm or update your marketing preferences if you instruct us to provide further services in the future, or if there are changes in the law, regulation, or the structure of our business.

### Where your personal information is held

Your personal information may be held at our offices and those of our third-party agencies, service providers and representatives. We only allow our service providers and third-party agencies to handle your personal data if we are satisfied they take appropriate measures to protect your personal data. We also impose contractual obligations on service providers to ensure they can only use your personal data to provide services to us and to you.

### How long will your personal data be kept?

We will keep your personal data after we have finished advising or acting for you. We will do so for one of these reasons:

- to respond to any questions, complaints or claims that may be made by you or on your behalf;
- to show that we treated you fairly;
- to keep records required by law.

We will not retain your data for longer than necessary. Different retention periods apply for different types of data stored depending on the enquiries or matters instructed.

### Your Rights

You have the following rights, which you can exercise free of charge:

- (i) Access:** The right to be provided with a copy of your personal data (the right of access)
- (ii) Rectification:** The right to require us to correct any mistakes in your personal data
- (iii) To be forgotten:** The right to require us to delete your personal data in certain situations
- (iv) Restriction on processing:** The right to require us to restrict processing of your personal data in certain circumstances, e.g. if you contest the accuracy of the data
- (v) Data Portability:** The right to receive the personal data you provided to us, in a structured, commonly used and machine-readable format and/or transmit that data to a third party in certain situations
- (vi) To object:**
  - (i) At any time to your personal data being processed for direct marketing (including profiling);
  - (ii) In certain other situations to our continued processing of your personal data, e.g. processing carried out for our legitimate interests.
- (vii) Not to be subject to automated individual decision-making:** The right not to be subject to a decision based solely on automated processing (including profiling) that produces legal effects concerning you or similarly significantly affects you

For further information on each of those rights, including the circumstances in which they apply, please contact us. If you would like to exercise any of those rights, please email, call or write to John Dyne, Director, 12-15 High St, Tattenhall, Chester CH3 9PX; T: 01829 773 100 ([info@dynesolicitors.co.uk](mailto:info@dynesolicitors.co.uk)) and let us have enough information to identify you (e.g. a copy of your driving licence or passport and a recent utility or credit card bill).

### Keeping your personal data secure

We have appropriate security measures to prevent personal data from being accidentally lost or used or accessed unlawfully. We limit access to your personal data to those who have a genuine business need to access it. Those processing your information will do so only in an authorised manner and are subject to a duty of confidentiality. We also have procedures in place to deal with any suspected data security breach. We will notify you and any applicable regulator of a suspected data security breach where we are legally required to do so.

### How to complain

We hope that we can resolve any query or concern you may raise about our use of your personal information. The General Data Protection Regulation also gives you the right to lodge a complaint with a supervisory authority where you work, normally live or where any alleged infringement of data protection laws occurred. The supervisory authority in the UK is the Information Commissioner who may be contacted at <https://ico.org.uk/concerns> or telephone: 0303 123 1113.

### Changes to this privacy notice

This privacy notice was published on 21.05.2018 and last updated on 21.05.2018

We may change this privacy notice from time to time, when we do we will inform you via updates to our website.

### How to contact us

Please contact us by post, email or telephone if you have any questions about this privacy policy or the information we hold about you. If you would like this notice in another format (for example audio, large print, braille) please contact us. Our contact details are shown below: Email: [info@dynesolicitors.co.uk](mailto:info@dynesolicitors.co.uk); Telephone: 01829 773100

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**CANCELLATION RIGHTS**

Where cancellation rights apply (please see the 'Cancellation Rights' section (item 30 of these terms), we will not start work for a period of **14 days** from 'conclusion of the contract' unless you expressly ask us to. This is because there are Regulations in force that now prevent us from doing so. If you would like our service to start within 14 days of conclusion of the contract please tick the box below to confirm your instructions.

I wish to provide the following instructions:

☐

Please start work on my matter straightaway. I understand that by instructing the firm to start work **before** the 14 day (no obligation) cancellation period expires, I will become liable for any costs and expenses incurred during this time. I accept that this liability exists if I then choose to cancel this contract. I also understand that where, on my instruction, the full service agreed has been performed within the cancellation period, my cancellation rights will cease to exist in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, as set out in the 'Cancellation Rights' section of these terms of business and the 'Cancellation Notice' attached to the terms.

**Instructions for Cancellation**

**These instructions for cancellation only apply where a cancellation right exists as set out in these Terms of Business (see item 30).**

***Right to cancel***

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract (the 'Contract Date' at the beginning of this Contract).

To exercise the right to cancel, you must inform us by writing to us **Dyne Solicitors Limited, The White House, High Street, Tattenhall, Chester, CH3 9PX** or by email **info@dynesolicitors.co.uk**, of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, e-mail). You may use the attached 'Cancellation Form', but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

***Effects of cancellation***

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We will make the reimbursement without undue delay, and not later than –

(a) 14 days after the day on which we are informed about your decision to cancel this Contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this Contract, in comparison with the full coverage of the contract.

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**Cancellation Form**

**COMPLETE, DETACH AND RETURN THIS FORM**  
**ONLY IF YOU WISH TO CANCEL THIS CONTRACT**

To:

**Dyne Solicitors Limited, The White House, High Street, Tattenhall, Chester, CH3 9PX** (or email **info@dynesolicitors.co.uk**).

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract for the supply of the following service [\*]:

Reference number

.....

Date of initial instructions: .....

Name of consumer(s): .....

.....

Address of consumer(s): .....

.....

Signature of consumer(s) (only if this form is notified on paper): .....

.....

Date: .....

[\*] Delete as appropriate.