



bennettgriffin
SOLICITORS AND NOTARIES

Bennett Griffin LLP
Terms and
Conditions

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY ALONGSIDE THE LETTER THAT ACCOMPANIES THESE TERMS AND CONDITIONS (REFERRED TO IN THIS DOCUMENT AS “THE ENGAGEMENT LETTER” AS THEY GOVERN THE RELATIONSHIP BETWEEN US AND YOU. YOU SHOULD NOTE IN PARTICULAR THE PROVISIONS OF CLAUSE 13 (INSURANCE AND LIABILITY)

1. Introduction

1.1 These terms and conditions are provided to comply with certain standards recommended by the Solicitors Regulation Authority and the Law Society of England and Wales, and also to indicate as clearly as possible the level and standard of service you can expect from us and how we will charge for the work we do.

1.2 These terms and conditions do not affect statutory and common law rules which govern solicitors business, but if there is a conflict between them

and these terms and conditions, the terms and conditions will prevail as far as it is possible for them to do so.

1.3 When “we” and “us” are used in these terms and conditions they mean Bennett Griffin LLP trading as Bennett Griffin a limited liability partnership registered in England and Wales under registration number OC352137. Our registered office is located at 1 Liverpool Gardens, Worthing, West Sussex, BN11 1TF. A list of members is available for inspection at 1 Liverpool Gardens, Worthing, West Sussex, BN11 1TF.

1.4 We are regulated by the Solicitors’ Regulation Authority and our registration number is 533499. You can access the professional rules applicable to us by visiting the Solicitors’ Regulation Authority’s website at <http://www.sra.org.uk/solicitors/code-of-conduct.page>

1.5 We are registered for VAT. Our VAT registration number is GB 554 1785 35.

2. Acceptance of terms of engagement

2.1 You will not be able to cancel this agreement if you have asked us to start work on any matter on your behalf immediately. In addition, by

signing and returning the second copy of the engagement letter you are agreeing that we can start work on the above matter and that we do not have to wait for the cancellation period of 14 days to expire.

2.2 Where we are instructed on a matter by joint clients, we have the right to accept instructions from one of the clients on behalf of all of the clients unless you instruct us otherwise. Liability to pay our costs is joint (all the clients together) and several (each may be liable for the whole amount). This includes situations where one person or company instructs us on behalf of another.

2.3 If instructions are given on behalf of a client, we are entitled to assume that the person giving the instructions has lawful authority to instruct us on behalf of the client. If this is not the case, then the person giving the instructions will be liable to us as if they were our client.

3. Responsibility for work carried out on your behalf

3.1 Our responsibilities include advising you on the law, following your instructions, reviewing your matter regularly, and discussing with you whether the potential outcomes justify

the expense and risks involved with your matter. You need to provide us with clear and timely instructions, the information and documents required for us to do our work, and the funds required.

3.2 In some circumstances, it may be appropriate for some work to be carried out by other members of staff, such as paralegals, secretarial or support staff. This allows us to provide a more efficient service to you, and also to charge you the appropriate amount for the work done. All work by such staff is carried out under the supervision of a solicitor or legal executive.

4. Our Fees and Expenses

4.1 Our fees are based on the amount of time we spend in dealing with your matter, or a Fixed Fee agreed with you. The time we spend will include (but not be limited to) the following types of activities: meetings with you, members of your staff, experts and maybe others; drafting documents (such as statements of case, witness statements and letters, instructing advocates and experts); attending court; considering, preparing and working on various documents; correspondence; and making and receiving telephone calls.

4.2 Our current hourly rates are fully set out in the engagement letter.

4.3 Routine letters or emails that we write and receive, and routine telephone calls that we make and receive, are charged as units of 1/10th of an hour.

4.4 We review our hourly rates regularly. We will let you know of the new rates and when they shall start to apply.

4.5 In addition to the time we spend we also reserve the right to charge an uplift on our fees having taken into account a number of factors which include the complexity of the issues involved in the matter, the speed at which action must be taken, the expertise or specialist knowledge which the matter requires and, if appropriate, the value of the property or subject matter involved. Our rates may be adjusted upwards if a matter has to be carried out in an emergency or out of hours.

4.6 If you require more information or have a concern regarding our rates after a review please do not hesitate to contact us.

4.7 Please note that, in litigation matters, the amount of fees plus expenses (sometimes called disbursements) which you will have to pay may be greater than the amount you can recover from another party to the matter.

4.8 As we are registered for VAT we add VAT to our charges at the rate that applies when we carry out the work.

4.9 You will also need to pay for expenses we incur on your behalf. These include a variety of expenses such as court fees, fees for expert witnesses or for the preparation of expert and other reports, fees for advocates, property search fees, land registry fees, plus other expenses (such as photocopying charges and travel-related costs). VAT is normally payable on these items.

4.10 If we need to carry out some unforeseen additional work we will let you know about this (normally before we carry it out), and also provide you with the estimated cost of carrying it out. This can arise because of unexpected difficulties, a change in your requirements or a change in circumstances during the course of the matter (such as unexpected action or inaction by the other party or parties involved in the matter).

4.11 If the matter is not concluded we will still charge for the time we spend and the disbursements and expenses we incur on your behalf, and you will have to pay these.

4.12 You can set a limit on our charges and the expenses we incur on your behalf. If you set such a limit, we can charge for work carried out and expenses incurred up to the limit without us needing to refer to you for approval to carry out the work, and you must pay our charges and expenses up to the limit. If it appears that the limit you have set is likely to be exceeded, we will inform you. We will not exceed the limit without first obtaining your approval to do so.

4.13 We will normally ask you to pay certain sums in advance of us carrying out work and incurring expenses on your behalf. From time to time we will ask for further sums in advance during the course of the matter. We will offset such payments made in advance against the invoices we will send to you from time to time and the final invoice. However, you should be made aware that the total charges and expenses may exceed the advance payments you have made to us.

4.14 We reserve the right to clear any cheques or other forms of payment you provide to us before carrying out any work on any aspect of your matter.

4.15 If we have agreed a Fixed Fee with you, the fee will have been calculated on the usual time required to complete the matter. If the matter becomes unusually lengthy or complex requiring more work than was envisaged when the Fixed Fee was agreed, then we reserve the right to charge further fees based on the hourly rate. We will, of course, discuss this with you prior to making any changes to the Fixed Fee Arrangement.

4.16 We will not make any payment on your behalf unless we are in receipt of cleared funds. We are able to accept various methods of payment all of which take a different amount of time to clear into our bank account. When making a payment you should first contact us to discuss the most appropriate method of payment if we have not specified this when requesting the payment. Please note that, in the event you choose to make any payment to us by credit or debit card, our bank will charge us a fee for processing the payment. This charge will be passed on to you where

the payment is for anything other than our fees plus vat. There will not be any additional charges if the credit or debit card payment received is paid solely by way of remittance of fees we have charged you for our services.

4.17 If arrangements are made for a third party to pay any of our fees or disbursements, or a court order, you remain liable to pay them to the extent that the third party does not pay them when due.

5. Handling your money

5.1 We will hold your money in either a general client account or a designated deposit account at such deposit-taking institution as we choose from time to time. We will account to you for any interest earned on the money we hold for you when it is fair and reasonable to do so in all the circumstances. We have a written policy on the payment of interest, which seeks to provide a fair outcome. The terms of the policy are set out on our website www.bennett-griffin.co.uk. If you require a printed copy of the policy, please ask the person handling your matter to send you a copy.

5.2 It is unlikely that we will be held liable in the event of the failure of a

deposit-taking institution (e.g. a bank or building society).

5.3 In the event of a deposit-taking institution failure we can make a claim under the Financial Services Compensation Scheme (FSCS) on behalf of our clients in respect of the funds we are holding for them in our client account. The FSCS will limit the compensation payable to each individual client, please refer to the www.fscs.org.uk website for clarity on how much compensation you will be entitled to.

5.4 If you hold other personal monies yourself in the same deposit-taking institution as us please refer to the www.fscs.org.uk website for clarity on how much compensation you will be entitled to.

5.5 Some deposit-taking institutions have several brand names. You should check with your deposit-taking institution, the Financial Conduct Authority or a financial advisor for more information.

5.6 By instructing us to act on your behalf in any matter you are expressly consenting to us disclosing your details to the FSCS in the event that a claim needs to be made to that body following a deposit-taking institution failure.

5.7 If a corporate body client is not considered a small company by FSCS, then they will not be eligible for compensation.

5.8 Once your matter has come to an end, we shall account to you for any surplus funds we are holding on your behalf. In certain circumstances it may be necessary for us to retain funds after your matter has completed. If this is necessary we shall inform you of the reason for this and confirm the amount of the funds being retained. We shall also update you as to the position with the retained funds at least once every 12 months. It is your responsibility to ensure you inform us in writing in the event your contact details change at any time.

5.9 When the time comes to release the retained funds, we shall contact you to arrange this. Where the sum to be released is less than £4.00, we reserve the right to send you postage stamps to the appropriate value in accordance with our regulator's guidance.

5.10 If we are unable to contact you, we will use all reasonable efforts to trace you taking into account the value of the retained funds to be released to you. If we are still unable to trace you, we reserve the right to donate

the retained funds to a charity of our choice if they are £50 or less or, where the retained funds are more than this, to apply to the Solicitors Regulatory Authority for their approval to release the retained funds to a charity of our choice.

6. Funding your matter

6.1 You confirm that you are instructing us on a private fee paying basis unless agreed otherwise by us in writing.

6.2 There are many different types of funding options to cover legal costs. These include:

6.2.1 Legal Expenses Insurance – Many people have legal expenses insurance within their home contents or other insurance policies. This may provide full or limited cover. You must provide us with copies of your relevant insurance policies so that we can assess whether any of your policies will cover the legal costs in your matter.

6.2.2 Conditional Fee Agreements (CFA) – This is an arrangement we can choose to offer in some litigation matters. In conducting an assessment to see whether a CFA will be suitable we take full details from you about the matter and carry out a risk assessment of your case. If we

decide that the matter is suitable to be funded under a CFA we shall prepare a separate document to set out the terms of the CFA between us.

Generally speaking if you enter into a CFA with us then you only have to pay our costs if your claim is successful. Usually, if you win, your opponent will have to pay a proportion, if not all, of those costs. To protect you if you lose, we can make an application for insurance to cover the costs you would have to pay to your opponent if you lose. Once you have paid the insurance premium and are insured and provided any conditions of the policy are complied with the insurance company pays any costs you are ordered to pay your opponent.

6.2.3 Trade Union Funding – You may be a member of a Trade Union that offers to fund its member's legal costs in cases arising out of the member's employment. If you think this is likely to be the case, you must inform us, we can then contact your Trade Union and secure an agreement for your fees.

6.2.4 Public Funding (Legal Aid) – You may be eligible for legal aid if you receive Income Support, have a low disposable income and little capital. If you think you may be eligible you

must inform us immediately so that we can advise you accordingly.

6.2.5 "After the Event" Legal Expenses Insurance - After the Event (ATE) Insurance is a type of legal expenses insurance policy that provides cover for the costs incurred in the pursuit or defence of litigation. The policy is purchased after the cause of a legal dispute has arisen which is why it is known as After the Event Insurance. The premium charged by After the Event Insurance Companies is not usually recoverable by the successful litigant as part of costs from the losing party. Premiums are sometimes available on a deferred and self-insured basis so that the premium is only payable by the policyholder at the conclusion of the case, and then only if the case is successful. Most policies now insure the premium if the case is lost. This means that if the premium payment is deferred, the premium is simply absorbed by the insurer. If the premium is paid when the policy is taken out, the cost of the premium is reimbursed by the insurer. In both examples, the insurer also pays for the client's insured legal costs liabilities. The policyholder may not have to pay the premium or may be reimbursed for payment of the premium if the case is not successful. This is known

as a 'self insured' or 'conditional upon success' premium. If we consider that your case may be eligible for this type of insurance then we can advise you of this and make an application for a quotation on your behalf.

6.2.6 Damages Based Agreement (DBA) – This is an agreement whereby you do not pay us at an hourly rate but instead you agree to pay us a percentage of your damages. We do not offer DBAs for Personal Injury work as we do not consider them to be a suitable option for the funding of a personal injury claim. We will discuss with you whether a DBA is a suitable method of funding other types of litigation.

6.3 If you fail to inform us of the existence of a method of funding that would have covered your legal expenses we will not be liable for any loss you may suffer as a result.

7. Invoices

7.1 Unless we expressly agree otherwise, we will send you invoices for our charges and expenses on a regular basis during the course of the matter, normally monthly. This will enable you to budget. All invoices sent to you are statute bills unless otherwise stated.

7.2 You should pay our invoices within 7 days of receipt. We will charge you interest at 15% per year from 7 days from the date of the invoice on any unpaid bills or, in the case of bills which have been partly paid, on that part remaining outstanding. Interest is charged on a daily basis.

7.3 If you have any queries about any invoice you receive please contact us immediately and, in any event, within 7 days of the date of the invoice.

7.4 If you are unsatisfied with any invoice for our charges you can make a complaint in accordance with the procedure set out at clause 18 and you may have a right to object to the invoice and apply for an assessment of the invoice under Part III of the Solicitors Act 1974.

7.5 We are normally only able to accept cash up to a limit of £500 in any 28 day period. If you circumvent this policy by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.

8. Quality accreditation and file audits

We are very pleased to tell you that this firm has been awarded a Certificate

in the Lexcel Practice Management Standard. Part of the requirements of this Award are that our Client files will be subject to audit by an Auditor appointed by the Lexcel Office. Unless you notify me to the contrary, your file may be chosen for audit. If you have any objection, therefore, please do not hesitate to let me know, in which case we will ensure that your file is not chosen for audit.

9. Financial services

9.1 This firm is not authorised by the Financial Conduct Authority ("the FCA"). However, we are included on the register maintained by the FCA so that we can carry on insurance mediation activity. This is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors' Regulation Authority. The register can be accessed via the FCA website at www.fca.gov.uk

9.2 Where we become involved in arranging policies for our clients, such as legal indemnities policies and after the event legal expenses insurance, we only select products from a limited number of insurers details of which are available on request. We are not

contractually or otherwise obliged to conduct a full survey of all products available on the market.

9.3 If you need advice on investments we may need to refer you to someone who is authorised to provide the necessary advice.

10. Electronic mail

10.1 Electronic mail enables us to communicate more quickly with our clients (and also for clients to correspond with us more quickly). However, not every client finds this method of communication acceptable. Some have concerns about who might see such correspondence and not every client has systems in place which ensure that only the addressee of an email will see it. Please inform us if you do not want us to contact you by email.

10.2 Unless you tell us otherwise, you agree to us communicating with you, including sending bills and other confidential information, by normal, unencrypted email, using the email address(es) you have given us from time to time. You should be aware that there is a risk that emails (in particular when unencrypted) may be

intercepted, delayed or corrupted or may fail to be delivered.

10.3 We make reasonable attempts to exclude from our emails any virus or other defect that might harm a computer or IT system. You undertake to act likewise with any electronic communications you send to us. Neither you nor we shall have any liability to each other in respect of any claim or loss arising in connection with such a virus or defect in an electronic communication other than where such claim or loss arises from bad faith or wilful default.

11. Data Protection Privacy Notice

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, data protection law and our duty of confidentiality.

11.1 Please note that our work for you may require us to pass on such information to third parties such as expert witnesses and other professional advisers, including sometimes advisers appointed by another party to your matter. We may also give such information to others who perform services for us, such as typing or photocopying. Our practice may be audited or checked by our accountants or our regulator, or by other organisations. We do not normally copy such information to anyone outside the European Economic Area, however we may do so when the particular circumstances of your matter so require. All such third parties are required to maintain confidentiality in relation to your files.

11.2 You have a right of access under data protection law to the personal data that we hold about you. We seek to keep that personal data correct and up to date. You should let us know if you believe the information we hold about you needs to be corrected or updated.

11.3 Data Protection in Respect of Money Laundering Checks

We may receive personal data from

you for the purposes of our money laundering checks, such as a copy of your passport. These will be processed only for the purposes of preventing money laundering and terrorist financing, or as otherwise permitted by law or with your express consent.

You consent to us retaining such data for longer than the five year statutory period, unless you tell us otherwise.

Data Protection – Your Obligations

If you send us personal data about anyone other than yourself you will ensure you have any appropriate consents and notices in place to enable you to transfer that personal data to us, and so that we may use it for the purposes for which you provide it to us.”

11.4 We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute 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 a disclosure in relation to your matter, we may not be able to tell you 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.

11.5 We may from time to time send you information which we think might be of interest to you including information via email where you have provided an email address. If you do not wish to receive such information please notify us in writing.

11.6 From time to time we may engage outside organisations to assist with our marketing and client relationship management. Only persons known to us within those organisations will be allowed access to client information and they will have signed confidentiality agreements to keep all information absolutely confidential and not to access the documents and correspondence in your matter. If you do not wish for any outside organisation to have access to the details we hold about you please notify us immediately and we will ensure that your confidentiality is protected.

12. Proof of identity

12.1 The law now requires solicitors, as well as banks, building societies, and others, to obtain satisfactory evidence of the identity of their clients, this is because solicitors who deal with money and property on behalf of their client can be used by criminals

wanting to launder money. We will carry out electronic verification of your ID using the information you provide to us which may show as a search on your credit history. We may also contact you to request to see evidence of your identity. Normally until we have received satisfactory evidence of identity we will not be able to act for you.

12.2 If you are an organisation, these requirements will apply to each individual who deals with us on behalf of the organisation (such as directors, shareholders, managers and employees) and Beneficial Owners, that is, persons with more than 25% ownership of the organisation and/or persons with significant control of the organisation.

13. Insurance and liability

13.1 You acknowledge and agree that if you wish to make a claim relating to or in connection with the services provided by us, the claim can only be brought against Bennett Griffin LLP trading as Bennett Griffin and not against the individual partners, officers or employees. We believe this is reasonable as it corresponds to modern business practice and that Bennett Griffin LLP has in place indemnity insurance in excess of the

minimum cover required by The Law Society of England and Wales. “Claim” means any claim whether arising out of this agreement or otherwise and whether such claim is in contract, tort, breach of trust or on any other basis.

13.2 Our maximum liability to you for loss or damage for breach of contract, breach of trust, negligence or otherwise (other than fraud) is £4 million for any one transaction or matter or series of connected transactions or matters.

13.3 We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.

13.4 Any provisions of these terms which have the effect of excluding or limiting the liability of us for breach of the terms implied by the Supply of Goods and Services Act 1982 shall not apply where you are entering into this agreement as a consumer. Any provisions of these terms giving you a warranty or guarantee are in addition to your statutory rights as a consumer which are not affected by anything in these terms.

13.5 We can only limit our liability to

the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.

13.6 Details of our professional indemnity insurance can be inspected at 1 Liverpool Gardens, Worthing, West Sussex, BN11 1TF.

13.7 If you start proceedings against us for loss or damage and there is another person (for example, another adviser) who is liable (or potentially liable) to you in respect of the same loss or damage, then you will (if we so request) join them into the proceedings. This is subject to any legal prohibition against your joining them in that way.

13.8 In addition to the other limitations in this document, where we and/or third parties are responsible for any loss suffered by you, our liability for that loss will be limited to a fair proportion of your total loss calculated by reference to the extent of our responsibility. If you have engaged others to represent or advise you on a matter in which we are involved and you agree with any of them that their liability to you will be limited, in order that our position is not adversely affected by any such limitation of their liability, you agree that our liability to you will not exceed the amount which would have applied in

the absence of that limitation.

13.9 Our advice is for your benefit only. Save as expressly set out, our agreement with you is not intended to confer rights on any third parties whether pursuant to Contracts (Rights of Third Parties) Act 1999 or otherwise.

13.10 The limitations on our liability set out in this clause 13 are in addition to any specific limitations or exclusions we have agreed with you including those set out in the engagement letter.

14. The charges and expenses of another party (litigation matters only)

14.1 You are responsible for paying our charges and the expenses incurred on your behalf in all circumstances. We will discuss with you whether and when another party or person may be legally required to pay them.

14.2 If you succeed in court proceedings or through a form of settlement another party or person may be required to pay our charges and expenses instead of you or may be required to pay only a part of such charges and expenses.

14.3 Although another party may be required to pay all or part of our charges or expenses incurred they may refuse

to pay or not have the funds to pay.

14.4 If another party is legally aided or has community legal funding it is unlikely that the party will be required to pay our charges and expenses incurred even if you succeed in a case against them.

14.5 In all these circumstances you will be responsible for paying any or all of our charges and expenses incurred which are not, in fact, paid by another party or person.

14.6 If a court requires another party or person to pay all or some of our charges and expenses incurred, interest on these can also be claimed in addition from the date of the court order. We will account to you for such interest to the extent that you have paid our charges and expenses on account. But we are entitled to the rest of the interest.

14.7 You will be responsible to pay the charges and expenses of trying to recover any charges and expenses that the court orders the other party or person to pay.

14.8 A court may also require you to pay the legal charges and expenses incurred by another party, usually when you are not successful in legal action against them or they are successful

in legal action against you. Such payments would be in addition to our charges and expenses incurred.

14.9 We will discuss with you whether it is possible that our charges and expenses incurred and any liability to pay another party's charges and expenses incurred can be covered by insurance. Also we will discuss with you whether you should have insurance to meet any liability to pay another party's charges and expenses incurred.

14.10 You should immediately check whether you have insurance policies that provide cover for some or all of our legal costs concerning this matter. If you do, then you should immediately notify the insurer about this matter and that you have instructed us to act on your behalf. If you delay in informing them then they may refuse to accept the claim and this would mean you would be responsible to pay all the charges and expenses incurred.

15. Storage of papers and documents

15.1 We are entitled to keep all the papers and documents generated by us or received from you or other persons (including original documents)

if some or any sums owing by you to us have not been paid at the end of our work on the matter or after the termination of the retainer.

15.2 After the end of the relevant matter please let us know if you would like us to send your file to you. Otherwise we will keep your file in storage. We will destroy it no sooner than seven years after the date of the final bill we send to you for the matter without further reference to you, and by agreeing to these terms you authorise us so to do. We will not destroy documents you ask us to hold in safe custody, such as deeds, wills and other important original documents. You will appreciate that there is a cost to us of storing your papers and documents and subsequently retrieving them at your request. We charge a one off fee which will be set out in the Engagement Letter for the storage of your file and documents for each matter in which we have a retainer with you. This fee will be added to your first invoice for each matter in which you instruct us.

16. Notice of right to cancel

16.1 Right to cancel

16.1.1 In circumstances where you have instructed us in your capacity as

a consumer (i.e. or purposes which are outside your trade, business, craft or profession) you may have a statutory right to cancel the contract between you and us within 14 days without giving any reason.

16.1.2 The cancellation period will expire after 14 days from the day of the conclusion of the contract.

16.1.3 To exercise the right to cancel, you must inform us, (Bennett Griffin LLP of 1 Liverpool Gardens, Worthing, West Sussex BN11 1TF. Telephone: 01903 229999. Fax: 01903 237625. Email: recw@bennett-griffin.co.uk) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email). You may use the attached model cancellation form, but it is not obligatory.

16.1.4 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.

16.2 Effects of cancellation

16.2.1 If you cancel this contract, we will reimburse to you all payments received from you.

16.2.2 We will make the reimbursement without undue delay,

and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

16.2.3 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.

16.2.4 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 of this contract, in comparison with the full coverage of the contract, plus any expenses incurred up to the date of receiving the request for cancellation.

17. Termination

17.1 You can terminate your instructions to us in writing at any time. But if you have not paid all the sums owing to us, we are entitled to keep your papers and documents until you do so.

17.2 During the course of the matter you may come to believe that we should stop acting for you, for example if you cannot give us clear or

proper instructions on how we should proceed, or it is clear that you have lost confidence in the way in which we are carrying out work on your behalf.

17.3 We will only stop acting for you when we have a good reason to do so; for example

17.3.1 If you do not pay one or more of our invoices, or

17.3.2 if you do not make an advance payment promptly when we require you to do so, or

17.3.3 if you provide instructions that are unreasonable or would require us to breach a duty to the court or involve the commission of a criminal offence.

17.4 If we decide to stop acting for you we will give you reasonable notice that we are to stop acting. The precise length of the notice will depend on the circumstances.

17.5 If you decide that you no longer wish us to act for you, you will pay us for the time we spend based on hourly charges plus any expenses incurred up to the date of our ceasing to act for you.

17.6 If we cease to act for you (for

whatever reason) you agree to send to the court and every other party involved in the relevant matter a notice. The notice will state that we are no longer acting for you and, if appropriate, indicate who your new solicitors are. You agree to do this within 10 days of us ceasing to act for you (or two working days prior to a court hearing). Your new solicitors may do this for you. However, if you do not do this (or your new solicitors do not do this) then you authorise us to send to the court and the other parties a notice indicating that we have ceased acting for you. If we send the notice, then you agree that the notice will indicate your address for correspondence as your official address for service of documents relating to the case and will show you as acting in person.

18. Concerns about our service

If at any point you become unhappy with the service we provide to you or you have concerns about your bill then you should inform us immediately so that we can do our best to resolve the problem for you. We have a procedure in place which details how we handle complaints which is available on request. We have eight weeks to consider your complaint.

If we are unable to resolve your complaint then you can have the complaint independently looked at by the Legal Ombudsman. The Legal Ombudsman investigates complaints about poor service from lawyers.

If you would like more information about this service, including the time limits in using it, please contact the Legal Ombudsman directly.

Visit www.legalombudsman.org.uk

Call 0300 555 0333 between 8.30am to 5.30pm.

Calls to 03 numbers will cost no more than calls to national geographic numbers (starting 01 or 02) from both mobiles and landlines, and will be included as part of any inclusive call minutes or discount schemes in the same way as geographic calls.

Calls are recorded and may be used for training and monitoring purposes.

For minicom call 0300 555 1777

Email enquiries@legalombudsman.org.uk

Legal Ombudsman

PO Box 6806,

Wolverhampton,

WV1 9WG

Do not send original documents to the Legal Ombudsman. They will scan any documents you send to make computer copies and then destroy the originals.

As well as your right to complain about any of our bills under our complaints procedure, you can also apply for the bill to be assessed by the court under Part III of the Solicitors Act 1974, in which case the Legal Ombudsman may not consider your complaint.

Any barrister or other professional we instruct on your behalf should have their own complaints process. So if you are not happy with their service you can complain to them direct. But please let us know.

We can tell you how to make your complaint, if they have not given you that information themselves.

19. Further instructions concerning subsequent matters

If you provide us with further instructions concerning other matters, these general terms and conditions will apply, unless we agree otherwise.

20. Law and jurisdiction

This agreement shall be governed by and construed in accordance with the law of England and Wales and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

21. Equality and diversity

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

NOTICE OF CANCELLATION

(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT)

To:

Bennett Griffin LLP

1 Liverpool Gardens, Worthing,

West Sussex, BN11 1TF

Fax: 01903 237625

Email: recw@bennett-griffin.co.uk

FAO:

(please insert name of person handling your matter)

Your ref:

(please insert our reference stated in the accompanying letter)

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) wish to cancel my/our (delete as appropriate) contract.

Signed:

Print name:

Address:

.....

.....

Date:



bennettgriffin
SOLICITORS AND NOTARIES

Worthing **01903 229999**

1 Liverpool Gardens, Worthing, West Sussex, BN11 1TF

With an office also in Ferring

www.bennettgriffin.co.uk info@bennett-griffin.co.uk