

Our ref:

AMS SOLICITORS LTD (t/a AMS Solicitors)

TERMS AND CONDITIONS OF BUSINESS (PERSONAL INJURY)

1. People responsible for your work.

Your case will be handled by one lawyer at our office. A Solicitor will carry out most of the work in this matter. If for any reason the Solicitor is unavailable you can leave a message or if you dial reception another member of staff will be available to assist

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

The Director at this firm with final responsibility for work done in the Personal Injury Department is Mr A Suleman.

2. Special Needs

If you have any special needs, of any kind, but especially in respect of communicating with us, then please tell us at once. Such special needs may include hearing difficulties, visual impairment, or some other physical disability, learning difficulties, language barriers or other cross-cultural issues. Once we know about the issue, we can work together to overcome it. If there is ever anything that you do not understand, then please get in touch with the person handling your case and tell us and we will help you.

If your first language is not English, then to help us smoothly administer your case, we may on occasion in our discretion send investigators copies of certain correspondence we send to you. Usually this is when your opponent has raised questions that require investigation and discussion. We do this in order that our investigators can assist in translating and explaining the correspondence to you. If you do not wish such copy correspondence to be sent to an investigator please advise us.

3. Your duties

- a. You must be honest with us.
- b. You have a duty to keep your losses to a minimum.
- c. You must tell us anything that may affect our advice. If in any doubt, tell us about it and we can decide with you if the issue is relevant to the case or not.
- d. You must co-operate with us.
- e. You must not ask us to act improperly or unreasonably.
- f. You must attend expert's meetings, meet us or a barrister for interviews and attend court if necessary.

It is vital that we can contact you at all times until the case is finished, so please inform us in writing of any change of address or telephone number and

if you wish to be contacted by email we need your current email address at all times.

You must keep all relevant documents and provide them to us, even if they may adversely affect your case. It is possible that a court will order you to hand them over to prove your case and your case can be damaged if documents have become lost.

You must give us your instructions promptly.

If you receive any documents (including court papers) relating to the case you should send these to us immediately.

You should not contact the other side or their insurers as it could prejudice your case. Let us do this for you.

You must provide documents to support any losses you are claiming. It helps us to present your case more effectively if you record your losses in a diary or similar log.

We will usually sign all court forms for you, unless you tell us not to, to minimise inconvenience to you. Our statement to the court is based upon on what you tell us; it legally binds you as if you said it. You must make sure we have all the correct details, as a false statement by us for you can be a contempt of court with criminal as well as civil penalties.

4. Timescales

A straightforward case, where the other party's insurer is known from the date of the accident, liability is known from the date of the accident and is not in dispute and your injury is minor will take 6 to 8 months from our being instructed.

Where the other party's insurer is known from the date of the accident, but liability is in dispute even though the injury is minor, will take about 15 months to two years.

More complex or higher value cases, cases that have to go to court and more serious injury claims can take longer than this.

These are guide line figures only based on an average and are not binding upon us.

5. Charges and expenses

Traditionally, our charges are based on the time we spend in dealing with a case. Time spent on your affairs will include meetings with you and perhaps others; any time spent travelling; considering, preparing and working on papers; correspondence; making and receiving telephone calls and attending Court. However, Personal Injury Claims with a value of less than £25,000.00 (classified as a *Low Value Claim* by the Ministry of Justice) are now subject to a fixed costs regime where payment is linked to the stage a case reaches be that in or out of Court (see below).

In cases with a value in excess of £25,000.00, in the case of specified exceptions such as allegations of Clinical Negligence or industrial diseases, or in those exceptional case where as a result of your default or dishonesty we are unable to proceed with a Low Value Claim and we are obliged to pursue you for our wasted costs, our costs are calculated by reference to the expense of time and by hourly rates subject always to Judicial determination of what may be considered reasonable and proportionate.

6(a) Hourly Rates

In those cases where hourly rates apply, we will charge in line with the rates approved by the Court adjusted for inflation for each hour engaged on your matter from now until the hourly rate is reviewed, which will be next January.

The current rates are as follows: -

Grade A Solicitor or Chartered Legal Executive (8 years relevant post qualification experience)	£245.00
Grade B Solicitor or Chartered Legal Executive (4 years relevant post qualification experience)	£215.00
Grade C (other solicitor, Chartered Legal executive or fee earner of equivalent experience)	£178.00
Grade D (Trainee solicitors, paralegals, & other fee earners)	£135.00

Routine letters that we write and receive and routine telephone calls that we make and receive will be charged as units of 6 minutes. Other letters and calls will be charged on a time basis.

Each January we review our hourly rate(s) to take account of changes in our overhead costs and notify you in writing of any increased rate.

In addition to the time spent, we may take into account a number of factors which include the complexity of the issues, the speed at which action must be taken (to include where work has to be done outside office hours) the expertise or specialist knowledge which the case requires and, if appropriate, the value of the property or subject matter involved. On the basis of the information currently available, we expect these factors to be adequately covered by the hourly rates set out above. The rates may be higher if, for example, the matter becomes more complex than expected; we will notify you of this.

If you have a query about the level of any revised rates notified to you, please contact the conducting solicitor straight away.

The amount of our costs which you will have to pay may be greater than the amount you can recover from another party to the case.

As the law currently stands in most instances we are limited in the amount recoverable from our opponents in respect of your costs even though you have won your case. As a consequence we have to be shrewd and discerning

in our use of our time. Regrettably, whilst we would never discourage a client from contacting us for explanations, updates or to discuss the case generally, where those calls become excessive or unreasonable we reserve the right to raise a separate solicitor and own client charge to meet our otherwise unrecoverable expense.

We will add VAT to our charges at the rate that applies when the work is done. At present, VAT is 20%.

There may be certain other expenses, including payments we make on your behalf, such as Court fees, fees for medical reports and Barrister's fees, which you will have to pay. VAT is payable on certain expenses.

We will inform you if any unforeseen additional work becomes necessary (for example, due to unexpected difficulties or if your requirements or the circumstances significantly change during the course of the matter). We will also inform you of its estimated cost in writing before any extra charges and expenses are incurred.

You may set a limit on the charges and expenses to be incurred. This means that you must pay those incurred up to the agreed limit without our needing to refer back to you. We will inform you as soon as it appears that the limit may be exceeded and will not exceed the limit without first obtaining your consent.

If, for any reason, this matter does not proceed to completion, we will charge you for work done and expenses incurred.

6(b) Low Value Personal Injury Claims

Save in the case of certain specific exceptions, any personal injury claim arising out of an accident which occurs after 1st July 2013 with a value of less than £25,000.00 will fall to be dealt with under the Ministry of Justice "Claims Portal". This is an internet driven claims handling arrangement brokered by the Ministry between representatives of the insurance industry and claimant organisations, whereby claims are initially centrally administered and the fees we receive are fixed by reference to the stage that the case reaches.

In a straight forward road traffic case (where damages recovered are less than £10,000.00) settled on an early admission of liability we are limited to costs of £500.00 plus VAT and disbursements in a Public liability or accident at work claim this rises slightly to £800.00 plus VAT and disbursements.

This figure rises slightly if damages fall between £10,000.00 and £25,000.00 or if we cannot agree the damages due and we have to ask a Judge to decide what you receive.

If your personal injury claim "falls out" of the Portal (the meaning of which will be explained to you as your claim progresses – but basically liability isn't admitted with the time allowed) and the case is subsequently settled either with, or without the need to issue of court proceedings and for less than £25,000.00; fixed costs are payable by reference to the stage reached and the amount of damages received.

The amounts payable are prescribed in the Civil Procedure Rules. A copy of the tables prevailing at the time these conditions were issued are annexed (Annexure 1) to this document for your information

Under the scheme, we are obliged to accept the fixed sum awarded for our charges, regardless of the amount of work that we have done on the case.

In cases with a value in excess of £25,000, or in the case of specified exceptions such as allegations of Clinical Negligence, industrial diseases, or case of illness or injury arising out of Package Holiday arrangements, Whether or not Court proceedings have been issued our costs are calculated by reference to the expense of time and by hourly rates subject always to Judicial determination of what may be considered reasonable and proportionate.

6(c) Disbursements

Disbursements are the expenses paid out in furtherance of your claim during the currency of the matter. We set out below examples of various fees which may be incurred to progress your case. Please note that these are estimated at this stage.

Engineer's fee	£80.00	-	£140.00
Medical reports	£150.00	-	£600.00
Medical records	£20.00	-	£400.00
Police report	£50.00	-	£200.00
Court fees	£80.00	-	£1000.00
Barrister's advice	£60.00	-	£250.00
Plan & photographs	£100.00	-	£250.00

In addition, you may be able to elect to take out a policy of after the event legal expense Insurance if you are on a Conditional Fee Agreement (see below).

Disbursements, like costs are restricted in Low Value Claims under the Civil Procedure Rules. Wherever possible we will limit ourselves only to those disbursements which we can recover; however, there will be instances where there may be ambiguity as to recoverability, or where we feel a payment is necessary notwithstanding the fact that it is unlikely to be allowed. In any such case we will always discuss the options with you before committing to any such "additional" expense.

6(e) Cost Estimates

We aim to give you an estimate of the total costs that might be incurred in pursuing a case on your behalf. The costs will depend on the complexity of the case; whether liability is in dispute; the cooperation of the other party's insurers; and many other factors. However, providing that we do not have to issue court proceedings we would expect that the total cost, including V.A.T. and expenses, would not be more than £1,300.00. If the case is settled at an early stage, costs could be considerably less.

We are obliged by our regulatory body to inform you of the costs incurred every six months, but details can be provided at any stage at your request.

You have the right at any stage to ask us to limit our costs to a certain figure and we may send you an account for expenses that we incur on your behalf as they fall due, including court fees, medical report fees and other expert's fees. We will inform you before incurring these expenses.

6. Conditional Fee Agreement

We have agreed to take your case on a "no win, no fee" basis. The correct term for these agreements is a "Conditional Fee Agreement".

A feature of the Conditional Fee Agreement is that, in exchange for us taking the risk of not being paid for any of our work if you are unsuccessful, we are entitled to a "success fee" if you win, (you "win" if, on your behalf we obtain an agreement from your opponent to pay, or a court awards, compensation in your favour and any appeal against that award has failed). The success fee is payable by you, from your damages and is set at 25% of damages recovered for your injury (but not your financial damages).

Whatever percentage applies, and whatever stage we have reached when a settlement is achieved, the success fee charged cannot exceed 25% of the total damages recovered on your behalf.

If you win your claim, you are liable for our charges (whether calculated by reference to the hourly rate, or the fixed cost tariff), our disbursements, the success fee and the premium for any after the event insurance product should you choose to purchase the same. VAT is charged on the hourly rate and the success fee.

You are entitled to seek recovery from your opponent of our basic charges, and our expenses and disbursements, **BUT not the success fee or any insurance premium.**

If your opponent fails to pay any of the compensation or costs owed to you, we have the right to take recovery action in your name to enforce any judgment, order or agreement. The charges of this action become part of our basic charges.

It may be that your opponent, during the course of the case, makes a Part 36 offer or payment which you reject, on our advice and your claim for damages goes ahead to trial where you recover damages that are less than that of the Part 36 offer or payment. If this happens we will not claim any charges or success fee for work done after we received notice of the offer or payment.

If you receive interim damages we may require you to pay some or all of our disbursements at that point and to deposit a reasonable amount on account against our future disbursements.

If you receive provisional damages we are entitled to payment of our basic charges, our disbursements and the success fee at that point.

If on the way to winning or losing you are awarded any costs by agreement or court order, then we are entitled to payment of those costs, together with a success fee on those charges if you win overall.

We can end this agreement if we believe you are unlikely to win. You will not have to pay any fees for our work (other than any expenses paid out on your behalf).

If you end the agreement between us, we have the right to decide whether you should pay our fees, V.A.T and disbursements at once; or at the end of the case. This is entirely at our discretion.

We would hope to be able to negotiate a settlement of your claim without the need to involve a specialist barrister as well. If, however, it does become necessary to do so, we will aim to arrange a “no win, no fee” arrangement with him or her as well so that your responsibility for such fees will be covered on the same basis as our own.

If we have to issue court proceedings on your behalf, your liability for costs may increase. We will inform you at that time what additional costs could be incurred.

Our service is a continuing service and so our costs are payable when we cease to act for you.

Where costs are awarded on an interim basis, we may render a bill for the work covered by that interim costs award and keep the money awarded against that interim bill.

We have the right to keep any papers or money until payment is made to us. We may keep any interest on costs and disbursements that we recover.

You have the right to object to any bill we deliver to you and you can apply for our bill to be assessed by the court under Part III of the Solicitors Act 1974, or you can make a complaint to the Legal Ombudsman (for more details, please refer to sections 22 and 23 of these Terms & Conditions).

We are entitled to charge interest on all, or part, of any bill if it is unpaid.

If you win your claim through court proceedings, your opponent may be required to pay interest on the charges and disbursements incurred by us on your behalf. Since you will have not been paying our charges through the duration of the case, we will be entitled to retain such interest.

IF YOU DO NOT CO-OPERATE WITH US, OR IF YOU MISLEAD US, WE WILL LOOK TO YOU FOR ALL OF OUR COSTS.

We apologise if this appears to be somewhat blunt. However, some clients believe that the service we offer is totally free unless we win. That is not the case. If you are honest and co-operate, then the agreement with us protects you in respect of our costs. If you lose, there is no charge. If you tell us something that is not true, or you stop co-operating with us, then we can and will ask you to pay our fees. We are sure that this will not happen, but we do want to make sure that you understand how the agreement between us works. The most important feature of this agreement is that if you are unsuccessful with your claim, you will not have to pay any costs to this firm, except as set out below.

Whether successful or not, you may be asked to pay costs and expenses in the following circumstances:

- If you ask us to obtain extra medical evidence in support of your claim, in circumstances where we might not be able to recover the cost of such evidence from your opponent. We would warn you before obtaining such evidence that this cost would be your responsibility whether the case was successful or not.
- If you fail to co-operate with us in the conduct of your claim or provide us with misleading information. In such a situation we would have the right to stop working for you and to charge you for the work which has been done at the hourly rate set out in this letter and for expenses incurred on your behalf.

Our fees for acting for you are your responsibility. They will form part of your claim against the other party. If you win the case the other side will usually be ordered to pay your basic costs, expenses and disbursements, BUT not the success fee or any insurance premium.

If you lose, unless your claim is judged fraudulent, or the claim is struck out, or you are claiming for the benefit of someone else; you should have the benefit of *Qualified one-way Cost Shifting* which effectively means no order for costs will be made against you.

If you win, we are entitled to be paid for the work we have done from the sums recovered from the other side, whether those sums are for costs or not. Normally there will be a delay between settlement of the claim and agreement on costs, especially in Litigated cases. We have no wish to unnecessarily withhold payment of your damages; however, we reserve the right raise an interim bill and retain an amount up to our maximum potential entitlement in costs against you pending our true entitlement crystallising.

There may be other situations where you could end up paying a fee to us, whether or not sums are recovered from the other side. These situations are: if you fail to cooperate with us; if you fail to attend a medical/expert examination or court hearing that we reasonably ask you to attend; if you fail to give us necessary instructions; and/or if you withdraw instructions from us (i.e. stop using our firm).

Another situation where you may end up paying us some fees even from your damages if we are not able to recover some of our costs from the paying party which has been as a result of either you not giving us proper instructions and us having to continually chase you for them, or if you keep asking us for unnecessary updates in relation to your matter time, which cannot be properly charged to the Defendant or their insurers. In this situation we reserve the right to send you a bill for the extra work we have carried out which the Defendants do not have to pay.

If you end the agreement between us, we have the right to decide whether you should pay our fees, V.A.T. and disbursements at once; or at the end of the case. This is entirely at our discretion.

If there is ever any doubt about you being able to recover costs, we will tell you. Don't forget, we are acting on a 'No Win – No Fee' basis, as detailed above and you have the option of taking out cover for our expenses and disbursements under an after the event insurance policy (see below).

7. Conditional Fee Insurance

The Conditional Fee Agreement covers you for our bill only; it does not cover the expenses we pay for you (our disbursements). The other side's fees are no longer an issue (subject to the exceptions referred to above) as you will have the protection of Qualified cost shifting; save where our opponent has made a Part 36 offer which we have failed to beat.

If you wish it we can arrange a Conditional Fee Insurance Policy which will protect you from these further costs. Again, you must be honest and co-operate with us or the policy could be cancelled. This would mean that you would have to pay all of our expenses and disbursements.

It is important that you understand that you will be responsible for paying our bill/s whatever the outcome of your case. We have discussed with you whether your charges and expenses might be paid by another person. Even if you are successful, the other party may not be ordered to pay all your charges and expenses or these may not be recovered from them in full; if this happens, you will have to pay the balance of our charges, at the full rate, and expenses.

If you are successful and the Court orders the other party to pay some or all of your charges and expenses, interest can be claimed on them from the other party from the date of the Court Order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of that interest.

You will also be responsible for paying the charges and expenses of seeking to recover any charges and expenses that the Court orders the other party to pay.

8. Statement of Demands and Needs

You have confirmed that you wish to pursue a claim on a conditional fee basis you need to instruct us whether or not you wish us to arrange insurance for your own disbursements by a policy of "After the Event" insurance if your claim is unsuccessful.

Where our enquiries into your circumstances at this stage have revealed that you do not have any existing insurance which includes cover against these types of loss the following will apply: -.

We can arrange suitable cover for you at a competitive rate should you instruct us to do so. Cover would be in respect of our expenses and disbursements, on a single premium basis, with payment being deferred until the end of the case.

As part of our continuing commitment to client care and in order to comply with the requirements of the Insurance Distribution Directive and the Financial Conduct Authority (FCA), we must provide you with certain information and a "demands and needs" statement explaining why the insurance is required and how we have chosen the policy for you. This section is intended to satisfy those requirements.

Our terms of business form the agreement between us. However, as it is your case, under our professional rules, we are obliged to tell you about the fees being incurred in your name.

On the successful conclusion of your case you would be liable for the policy premium; if you lose, the premium is self-insured and falls into the disbursements covered by the policy.

In our view such a policy would be advisable, and the potential benefit far outweighs the cost. Our **best advice** is that a policy should be purchased; **by signing this agreement you the client authorise us, AMS Solicitors, to purchase a policy of "after the event" legal expense insurance on your behalf** to protect your position against any adverse cost consequences in the event that you lose your claim and are left liable for our disbursements; or, you fail to beat a Part 36 offer and incur liability for the third party's costs. Premiums are set according to the nature of the case.

Currently we are receiving premiums as below: -

Road traffic claim £299.00 (Inclusive of Insurance premium tax (12% currently))

Employer's liability £625.00 (inclusive of Insurance premium tax (12% currently))

Occupiers Liability £625.00 (inclusive of Insurance premium tax (12% currently))

Non-standard claims (clinical negligence, industrial diseases for example) may require bespoke solutions for which underwriters will quote an individual premium on demand.

If you do not want "after the event" insurance please let us know, *in writing* within seven days of the date of this agreement and we will take no further

action; but you must understand that we can, and we will, take action to recover any unpaid disbursements where cover has been offered and the offer declined.

9. Disclosure of relationships

We only select Conditional Fee Insurance products from a limited number of insurers but we are not contractually obliged to conduct business in this way. You may ask us for a list of the insurers.

However, we have not trawled the whole of the market.

The reasons why we have chosen to use the policy recommended are:

- The policy is provided by a specialist insurer with knowledge of the market.
- The policy covers the risk to the satisfaction of you, the purchaser of the property.
- The premium for the policy is competitive.
- The cover is available at short notice.
- In arranging such a policy of insurance, we are acting on your behalf.
- Neither the firm nor the insurance undertaking has any direct or indirect interest representing 10% or more of the voting rights or capital in the other.
- No insurance covers every situation, so please do check the relevant policy documents carefully to see what is and what is not included to make sure that it meets your requirements and needs.
- 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 insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts.

This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/firms/financial-services-register

10. Procuring Medical reports

We procure Medical reports on your behalf from various Medical Agencies in the vast majority of cases in the first instance these will be with doctors and agencies approved and generated randomly by MEDCO an agency created by the government to regulate the provision of reports in personal injury

cases; but we also use other agencies if circumstances allow including Medico Legal and Litigation Services Ltd.

Whilst we do not receive any commission from the Medical Agencies that we use we would like to inform you that the Principal at this office Mr Suleman's wife, Mrs Suleman is a Director of Medico Legal and Litigation Services Limited. Furthermore, one of the Doctors used by these agencies, Dr Zuber Bux (a general practitioner) is married to one of our directors, Mrs Sehana Bux.

Should you have any objections to us instructing Medico Legal and Litigation Services Limited, or Dr Bux, then please inform us in writing immediately and we will not utilise either in the pursuit of your claim.

12. Authority

During the process of your case and following your agreement, authorised by your acceptance of this firm's Terms and Conditions of Business, this firm can discuss your case with your Claims Management Company and / or hire company (if any) at any time without further consent being necessary from you. This is furtherance of your legitimate interest for us to progress your claim as swiftly and efficiently as possible which means we will use and process your personal information as required and in accordance with Data Protection legislation.

13. Settlement Cheques

Occasionally, we are presented with an authority made out in favour of a Third Party signed by the client authorising and instructing us to send settlement cheques directly to someone other than our client at the conclusion of the case; conclusion being defined as the date upon which both damages and costs are paid.

We do not believe it is in your best interests for us to forward cheques to third parties, but upon your express written instruction we will comply with those instructions.

14. Mediation

Notwithstanding the fact that your case could be settled, either by negotiation or Court proceedings, this firm also operates an alternative procedure of mediation. This can be used in certain cases to produce potentially an earlier settlement than Court action. By signing these Terms and Conditions of Business you are deemed to agree that the process of mediation can be utilised, if appropriate, in your case without the need for further confirmation from you.

15. Storage of papers and documents

We store files for six years after the end of your case, at no charge to you.

The files will then be destroyed and we shall take it that we have your permission to do this unless you tell us otherwise in writing.

We also reserve the right to make a charge for storage, if we ask you to collect the file and you fail to do so.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not charge for such retrieval. However, we reserve the right to levy an administration charge based on time spent for producing stored papers or documents to you or another at your request.

We may also charge for reading, correspondence or other work necessary to comply with your instructions.

We may, in our discretion, make an electronic copy of any document we receive and destroy the paper original document six months after the paper original document was received. If you subsequently ask us for a document, after the six months has expired, then we shall only be obliged to provide you with a copy of the document held in electronic form and not the original paper document. If any particular document is sent to us that you wish us to retain as an original and not destroy it, then you must tell us in advance and again at the time the document is received. If you do not tell us, then we shall hold the document in electronic form only after the expiry of six months.

16. Money Laundering Regulations / The Proceeds of Crime Act 2002

In accordance with the requirements of the Data Protection Act and the Money Laundering Regulations, we confirm:

- AMS Solicitors Ltd is the data controller;
- Mr Abdurahman Suleman is the nominated representative / data protection officer; and

We will only process any documentation or personal data received from you in respect of client due diligence for the purposes of preventing money laundering and terrorist financing unless (a) use of that data is permitted by or under any enactment or (b) you give your express consent for the documentation or personal data to be used for other forms of processing.

We are required to comply with the Money Laundering Regulations and in particular to verify the identity and permanent address of all new Clients. This is to ensure that the policy adopted worldwide by Financial and Government Authorities to prevent the use of laundering systems to disguise the proceeds of crime is achieved.

Individual Clients:

If you are a new client or an existing client who has not previously supplied information, you are requested to supply the following; one item from List A and one item from List B. We may ask for these documents to be certified if necessary.

LIST A – Proof of Identity

1. Current fully signed Passport
2. Current full UK Photocard Driving Licence.

LIST B – Address Verification

1. A bill for the supply of electricity, gas, water or telephone services (provided it is fewer than three (3) months old). Mobile phone bills are not acceptable.
2. Television Licence renewal notice.
3. Council Tax bill (provided it is fewer than three (3) months old).
4. Recent Tax Coding Notice.
5. Recent Mortgage Statement.
6. Credit Card/Bank Statement (provided it is fewer than three (3) months old) showing current address.

Body Corporate:

If you are a new or existing body corporate client not listed on a regulated market who has not previously supplied information, we will require the following:

- Company / organisation full name;
- Company or other registration number;
- Registered address and, if different, principal place of business address;
- Memorandum of association or other governing documents;
- Names of the Board of Directors or members of your management body and its senior management;
- Documentation in accordance with lists A and B above for any beneficial owners.

We may ask for these documents to be certified if necessary.

Under the provisions of the Proceeds of Crime Act 2002 ("POCA"), we may be required to make a report to the relevant authorities if at any time we become aware of or suspect (whether from you or any other person) the existence of the proceeds of crime in relation to any Services on which we are engaged. Our obligation to make such a report will, in certain circumstances, override our duty of solicitor/client confidentiality and we may not be permitted to inform you whether or not we have made, or might intend to make, such a report.

We may terminate the provision of any Services to you, or be instructed to do so by the relevant authorities, if you fail to comply with your obligation to provide evidence of identity or we suspect that you or any other party connected with you or with the Matter is involved in activities proscribed by POCA.

The anti-money laundering guidance which UK banks and other finance services firms must adhere to is issued by the Joint Money Laundering Steering Group ("JMLSG"). The JMLSG considers all clients with funds deposited in a law firm's pooled client account to be beneficial owners of that account. The JMLSG does not require banks to routinely identify the beneficial owners of law firm's pooled accounts, as they do with most other accounts they issue. Pooled client accounts are granted this exemption on the proviso that this information is available upon request. In the event of our bank requesting information about the beneficial owners of our pooled client account, you agree to us disclosing your details to them in fulfilment of a legal obligation imposed on us for processing your personal data in this way.

17. Card Payments

We have the facility to accept payments from you by Debit, or Credit card if you prefer. We do not make a charge for payments made in this way, but we do impose a maximum limit of £2,500 on card use, unless prior agreement has been made with us

18. Confidentiality

Solicitors are under a professional and legal obligation to keep the affairs of the client confidential.

However, under the provisions of the Proceeds of Crime Act 2002 ("POCA"), we may be required to make a report to the relevant authorities if at any time we become aware of or suspect (whether from you or any other person) the existence of the proceeds of crime in relation to any Services on which we are engaged. Our obligation to make such a report will, in certain circumstances, override our duty of solicitor/client confidentiality and we may not be permitted to inform you whether or not we have made, or might intend to make, such a report.

We may terminate the provision of any Services to you, or be instructed to do so by the relevant authorities, if you fail to comply with your obligation to provide evidence of identity or we suspect that you or any other party connected with you or with the Matter is involved in activities proscribed by POCA.

19. Acceptance of cash / cheque processing / Telegraphic Money Transfers / Interest on money that we hold

Our firm's policy is not to accept more than £500.00 in cash from clients.

Often, you will incur expenses such as hire, treatment fees, repair costs or the like.

When a case is concluded, sometimes the cheque is payable to us and sometimes it is payable to you. If it is payable to you, then we can make payment more quickly to you if we encash the cheque into our client account.

We have your permission to endorse the cheque into our name. We will then pay these fees due to the creditor, direct, on your behalf. You have no objection to our doing so.

If you ever change your mind, please write and tell us.

Where we transfer money by telegraphic transfer at your request we will ask you to pay £27.00 for our fees, plus a bank fee of £8.00, and VAT at the current rate.

Any money that we receive on your behalf will be held in our client account. Interest will be calculated and paid to you at the rate set by Barclays Bank. Of course, that may change. The period for which interest will be paid normally runs from the date(s) that we have cleared funds in our client account until the date(s) on the cheque issued to you.

The payment of interest on the client money held is governed by Solicitors Regulation Authority Accounts Rules 2011. The policy of the firm is to pay interest on all client balances held providing that we only pay interest if the amount due on balance held is £20 or more.

20. Payment of Interest

Where clients' money is held by the firm for any period of time in an interest bearing account, subject to the Solicitors Act 1974 as amended by the Legal Services Act 2007 and in accordance with the SRA Accounts Rules 2011 we are allowed to retain interest earned, subject to a duty to account to you the client in certain defined circumstances.

Where it is considered fair and reasonable to do so in all the circumstances and at the absolute discretion of the principle where: -

- a. the interest earned does not exceed **£20.00**;
- b. the amount we hold on your behalf does not exceed the amount shown in the left hand column below for a time not exceeding the period indicated in the right hand column:

<u>Amount</u>	<u>Time</u>
£1,000.00	8 weeks
£2,000.00	4 weeks
£10,000.00	2 weeks
£20,000.00	1 week

The firm will account to you the client a sum of not less than 75% of the net interest accrued over the period after the deduction of any taxes.

This statement of general policy is subject to variation by agreement at the outset of the retainer in individual cases.

In case were money is deposited for longer periods and is held in a separate designated client account interest accrued will be passed to you the client without deduction.

21. Termination

Either you or we may terminate the provision of all or any of the relevant Services at any time by giving written notice to the other. We will not do this without good and substantial reason, such as:-

- a. the threat or risk of violence, injury or other danger to the physical, psychological or moral well-being of any of our personnel; or
- b. the discovery or creation of a Conflict of Interest; or
- c. your requesting us to break the law or any professional requirement; or
- d. the relationship of trust and confidence necessary between solicitor and client ceasing to exist between us; or
- e. your failure to pay to us any amount due, or money on account requested; or
- f. your insolvency; or
- g. your failure to give us adequate instructions; or
- h. our being forbidden to act by the National Crime Agency; or
- i. our reasonable belief that our continuing to represent you may cause damage to the professional or personal reputation of our firm or any of its personnel; or
- j. any other breach by you of these terms.

20(a) Rights on Early Termination

On early termination, by either you or us, you will remain liable to pay all fees and expenses incurred before termination and due under our contract or due on the basis of the time spent at our usual hourly rates, whichever is the less, together with any further fees and expenses for work necessary to transfer our files to another adviser of your choice. All our rights set out in these terms shall continue to apply even if we terminate the agreement.

22. Communication between you and us

We are confident of providing a high quality service in all respects. If, however, you have any queries or concerns about our work for you, please raise them with the conducting solicitor. All Solicitors must attempt to resolve problems that may arise with their services. It is therefore important that you immediately raise any concerns you may have with us. We value you and would not wish to think you have reason to be unhappy with us.

23. Complaints

We are committed to high quality legal advice and client care. If you are unhappy about any aspect of the legal service you have received, or about the bill, please contact Abdurahman Suleman by letter, email or telephone.

At any time, or if you are not satisfied with our handling of your complaint, you can ask for a copy of our complaints procedure. If you are dissatisfied with the handling of your complaint, you can, under that procedure, raise the matter with us formally by contacting our Client Care Partner, Mr A. Suleman in writing at: AMS Solicitors, Wentworth Building, 1B Fairways Office Park, Pittman Way, Fulwood, Preston, PR2 9LF, or by e-mail to ars@amssolicitors.co.uk.

If for any reason we are unable to resolve the problem between us, then you may take your complaint to the Legal Ombudsman. The Office for Legal

Complaints, which is accountable to Parliament through the Lord Chancellor and is sponsored by the Ministry of Justice, operates a complaints and redress scheme via the Legal Ombudsman (LeO).

The LeO is an independent complaints handling body and is not part of the solicitors 'profession and operates independently.

Normally, you will have to bring your complaint to the Legal Ombudsman within 6 months of receiving a final response from us about your complaint and 6 years from the date of the act or omission giving rise to the complaint or alternatively 3 years from the date you should reasonably have known there are grounds for complaint (if the act/omission took place before 6 October 2010 or was more than 6 years ago).

Contact details:

The address of the Legal Ombudsman is: PO Box 6806, Wolverhampton, WV1 9WJ; telephone, 0300 555 0333; or view their website at www.legalombudsman.org.uk, email enquiries to: enquiries@legalombudsman.org.uk

The LeO will only consider complaints made by members of the public, very small businesses, charities, clubs and trusts. If you are unclear as to your status and whether you have the right to make a complaint to the LeO, you should contact the Ombudsman direct to clarify whether or not you are entitled to do so. The contact details are above.

For the avoidance of doubt, your complaint can include a complaint about our firm's bill. You may, depending on the type of case you have with us, have a right to object to the bill by applying to the Court for an assessment of the bill under Part III of the Solicitors Act 1974. You should note that if all or part of a bill remains unpaid, we are entitled to charge you interest. Interest will accrue on all debts over 7 days until the time they are paid at the rate of 8% above the Bank of England's Base Rate. Any debts that have to be chased will incur a handling charge of £50 plus VAT.

24. Equality and diversity

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

25. Data Protection

You have a series of rights outlined under Data Protection legislation over how your personal data is used, including erasure in specific circumstances. However, we may not always be able to agree with the exercise of such rights, as often your personal data remains necessary in relation to the purpose for which it was originally collected and processed. Further information is available in our Privacy Policy, a copy of which accompanies these Terms of Business, is available on request .

What personal information we process

The categories of personal data we process include general personal data (which includes normal personal data, personal identity, email addresses and personal financial data) and special categories of personal data if these have been voluntarily provided to us (which includes ethnicity, nationality and medical history).

How we use your personal information

When your file is open, the personal data is necessary in relation to the purpose for which it was originally intended. We process your personal information to fulfil our contract with you, or where you or we have a legitimate interest in doing so, where otherwise permitted by law, or to comply with applicable law and regulation. We use your personal information for:

- Service provision and internal processing (i.e. to assess and/or provide and to service your matter).
- Management of relationship (e.g. to develop your relationship with us).
- Resolving queries.
- Training and service review (e.g. to help us enhance our services and the quality of those services).
- Statistical analysis (e.g. to help us enhance our products and services or delivery channels to keep costs down).
- Complying with legal obligations (e.g. to prevent, investigate and prosecute crime, including fraud and money laundering).

When your matter is completed and / or your file is closed, we may still process your personal information where we have a legitimate interest in doing so, where we are permitted by law, or to comply with applicable laws and regulation.

Examples of such instances will include:

- Complying with legal obligations for statutory and regulatory requirements including for example, HMRC Returns, complaint handling, anti-money laundering, reporting to our regulatory body – the Solicitors Regulation Authority;
- Archiving and Storage of your file for the periods outlined in our Retention Policies – see section 12 of these Terms of Business. (Archiving and Storage of personal data is still classed as a processing activity even though it is not being regularly accessed and remains securely locked away); and
- Our legitimate interests to conduct conflict of interest checks, statistical analysis and research to help us enhance our products and services.

How We Share Your Information

- We may share your personal data with a range of organisations which enable us to fulfil our contract with you, or where we have legitimate interests to do so, or otherwise are required by applicable law and regulation. We can provide more details specific to your personal data on request.
- For further information on how we use your data please see our Privacy Policy which is available on request or can be viewed and downloaded at

You have a right to complain to the Information Commissioner's Office (<https://www.ico.org.uk>), which regulates the processing of personal data. You may also seek a judicial remedy.

We may carry out database searches using your details and record the results. We may, for example, search the DVLA, Equifax, Companies House, Electoral Roll, Call ML or similar databases. This is not an exhaustive list. By instructing us, you acknowledge that we have both a legal obligation and legitimate interest to our making such searches and keeping the results.

26. Statement under the Provision of Services Regulations 2009

We are regulated by the Solicitors Regulation Authority (SRA).

Full details of the SRA Code of Conduct can be found at <http://rules.sra.org.uk>
Our VAT registration number is 864 8468 71.

Details of our professional indemnity insurance are provided on our web site at <http://www.amssolicitors.co.uk>.

27. Your Right to Cancel

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:

If we have not met you either in person (because, for example, instructions and signing of the contract documentation is taking place by telephone/mail, e mail or on-line – i.e.: by way of a “distance” contract) or we have taken instructions and a contract has been concluded away from our business premises (because, for example, we have met with you at home - ie: by way of an “off-premises” contract) and the contract was entered into on or after 14 June 2014, you have the right to cancel this contract within 14 calendar days of entering into the contract without giving any reason.

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

To exercise your right to cancel, you must inform us (AMS Solicitors, Wentworth Buildings, Fairways Office Park, Pittman Way, Fulwood, Preston, Lancashire PR2 9LF; telephone number 01772 653333 – fax 01772 653443 – or info@amssolicitors.co.uk) of your decision to cancel this contract by a clear statement (e.g.: a letter sent by post, fax or e mail). You may use the model cancellation form attached to your Client Care Letter, but it is not obligatory.

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

Should you require the work to be commenced within the 14 calendar day cancellation period, you must provide your agreement to that in writing, by e mail, post or fax to enable us to do so. By signing and returning our *Authority to Act*, you are providing your agreement in writing to enable us to commence

work within the 14 calendar day cancellation period. Where you have provided your consent for work to commence within the 14 calendar day cancellation period and you later exercise your right to cancel, you will be liable for any costs, VAT and disbursements incurred up to the point of cancellation.

Unless you make an express request for us to commence work within the 14 day period (i.e. by signing and returning our *Authority to Act*, we will not be able to undertake any work during that period.

28. Legal Aid

We do not undertake legal aid work and it is important that you are aware of Legal Aid. Legal Aid is useful to a litigant because if he loses, his liability is limited to his means-tested contribution, and it is unlikely the Court will allow the victor to recover any costs against him. Legal Aid is not free. In most cases it is only a loan repaid from the fruits of the action.

If the assisted party succeeds and recovers or preserves any asset (except for some exemptions for maintenance and family proceedings), it is subject to the statutory charge. The statutory charge operates to put the recovery or the preserved asset first towards payment of the assisted party's legal costs, and the assisted party only gets the net balance (if any) – often much later because of the time taken in quantifying the final costs. If money is recovered, it has to be paid to the assisted party's solicitor who has to pay it into the Legal Aid Fund who carry out the accounting and pay out the balance.

The Legal Aid Agency has no power to reduce or waive the effect of the statutory charge. If a home is involved, it is sometimes possible to delay payment, but the statutory charge then operates like a mortgage and attracts interest until everything is repaid on sale. For more information please discuss this with the person attending to your case (they will be able to confirm if Legal Aid will be relevant to your type of case and if you may qualify) / alternatively go to the LAA website www.gov.uk/legal-aid or telephone them directly on 0300 20 2020

29. Agreement

Unless otherwise agreed, these Terms of Business apply to any future instructions you give us.

ANNEXURE – Fixed Costs CPR part 45

Fixed costs in relation to the RTA Protocol			
Where the value of the claim for damages is not more than £10,000		Where the value of the claim for damages is more than £10,000, but not more than £25,000	
Stage 1 fixed costs	£200	Stage 1 fixed costs	£200
Stage 2 fixed costs	£300	Stage 2 fixed costs	£600
Stage 3 - Type A fixed costs	£250	Stage 3 - Type A fixed costs	£250
Stage 3 - Type B fixed costs	£250	Stage 3 - Type B fixed costs	£250
Stage 3 - Type C fixed costs	£150	Stage 3 - Type C fixed costs	£150

Fixed costs in relation to the EL/PL Protocol			
Where the value of the claim for damages is not more than £10,000		Where the value of the claim for damages is more than £10,000, but not more than £25,000	
Stage 1 fixed costs	£300	Stage 1 fixed costs	£300
Stage 2 fixed costs	£600	Stage 2 fixed costs	£1300
Stage 3 - Type A fixed costs	£250	Stage 3 - Type A fixed costs	£250
Stage 3 - Type B fixed costs	£250	Stage 3 - Type B fixed costs	£250
Stage 3 - Type C fixed costs	£150	Stage 3 - Type C fixed costs	£150

<u>Fixed costs where a claim no longer continues under the RTA Protocol</u>			
A. If Parties reach a settlement prior to the claimant issuing proceedings under Part 7			
Agreed damages	At least £1,000, but not more than £5,000	More than £5,000, but not more than £10,000	More than £10,000, but not more than £25,000
Fixed costs	The greater of— (a) £550; or (b) the total of— (i) £100; and (ii) 20% of the damages	The total of— (a) £1,100; and (b) 15% of damages over £5,000	The total of— (a) £1,930; and (b) 10% of damages over £10,000
B. If proceedings are issued under Part 7, but the case settles before trial			
Stage at which case is settled	On or after the date of issue, but prior to the date of allocation under Part 26	On or after the date of allocation under Part 26, but prior to the date of listing	On or after the date of listing but prior to the date of trial
Fixed costs	The total of— (a) £1,160; and (b) 20% of the damages	The total of— (a) £1,880; and (b) 20% of the damages	The total of— (a) £2,655; and (b) 20% of the damages
C. If the claim is disposed of at trial			
Fixed costs	The total of— (a) £2,655; and (b) 20% of the damages agreed or awarded; and (c) the relevant trial advocacy fee		

<u>Fixed costs where a claim no longer continues under the EL/PL Protocol</u> <u>– employers' liability claims</u>			
A. If Parties reach a settlement prior to the claimant issuing proceedings under Part 7			
Agreed damages	At least £1,000, but not more than £5,000	More than £5,000, but not more than £10,000	More than £10,000, but not more than £25,000
Fixed costs	The total of— (a) £950; and (b) 17.5% of the damages	The total of— (a) £1,855; and (b) 12.5% of damages over £5,000	The total of— (a) £2,500; and (b) 10% of damages over £10,000
B. If proceedings are issued under Part 7, but the case settles before trial			
Stage at which case is settled	On or after the date of issue, but prior to the date of allocation under Part 26	On or after the date of allocation under Part 26, but prior to the date of listing	On or after the date of listing but prior to the date of trial
Fixed costs	The total of— (a) £2,630; and (b) 20% of the damages	The total of— (a) £3,350; and (b) 25% of the damages	The total of— (a) £4,280; and (b) 30% of the damages
C. If the claim is disposed of at trial			
Fixed costs	The total of— (a) £4,280; (b) 30% of the damages agreed or awarded; and (c) the relevant trial advocacy fee		

<u>Fixed costs where a claim no longer continues under the EL/PL Protocol</u> <u>– public liability claims</u>			
A. If Parties reach a settlement prior to the claimant issuing proceedings under Part 7			
Agreed damages	At least £1,000, but not more than £5,000	More than £5,000, but not more than £10,000	More than £10,000, but not more than £25,000
Fixed costs	The total of— (a) £950; and (b) 17.5% of the damages	The total of— (a) £1,855; and (b) 10% of damages over £5,000	The total of— (a) £2,370; and (b) 10% of damages over £10,000
B. If proceedings are issued under Part 7, but the case settles before trial			
Stage at which case is settled	On or after the date of issue, but prior to the date of allocation under Part 26	On or after the date of allocation under Part 26, but prior to the date of listing	On or after the date of listing but prior to the date of trial
Fixed costs damages	The total of— (a) £2,450; and (b) 17.5% of the damages	The total of— (a) £3,065; and (b) 22.5% of the damages	The total of— (a) £3,790; and (b) 27.5% of the damages
C. If the claim is disposed of at trial			
Fixed costs	The total of— (a) £3,790; (b) 27.5% of the damages agreed or awarded; and (c) the relevant trial advocacy fee		

NOTICE OF RIGHT TO CANCEL

THE CONSUMER CONTRACTS REGULATIONS 2014

You have the right to cancel this contract within 14 days without giving reason. This is called the cancellation period.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g.: a letter sent by post, a fax or an e mail).

You can also electronically fill in and submit the model Cancellation Form or any other clear statement on our website www.amssolicitors.co.uk . If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g.: by e mail) without delay.

You may use the attached model 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 requested to begin 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 to us your cancellation from this contract, in comparison with the full coverage of the contract.

✂

CANCELLATION FORM

To: AMS Solicitors, Wentworth Building, 1B Fairways Office Park, Pittman Way, Fulwood, Preston, PR2 9LF. Fax: 01772 653443. E-mail: ars@amssolicitors.co.uk
I hereby give notice that I wish to cancel my contract

Name:

Address:

Signature:

Date:

You can return this form by: -

- Post to: AMS Solicitors, Wentworth Building, 1B Fairways Office Park, Pittman Way, Fulwood, Preston, PR2 9LF
- E mail to: ars@amssolicitors.co.uk
- Fax to: 01772 653443