



Terms & Conditions of Business

These terms and conditions govern the relationship that DLS Law will have with you during the course of your instructions to this Firm. It is an important document and you should keep it in a safe place for future reference.

“DLS Law” is the trading style of Dass Legal Solutions (MK) Law Limited, which is registered at Companies House under number 7924385 and which is Authorised and Regulated by the Solicitors Regulation Authority under which the Firm’s number is 567165.

Due to regulation by the Solicitors Regulation Authority our professional rules make it an obligation on us to bring certain important issues to your attention and this is the aim of these Terms of Business. You should take time to read and understand these as they contain valuable information such as for example, how fees are calculated and billed, how files are managed etc. Please note that these also contain a limitation of our liability. When you sign the client care letter, form of authority or other documents in order to instruct Dass Legal Solutions (MK) Law Limited you do so agreeing to these terms of business.

1. Hours of Business

Our hours of business are Monday to Friday 9:00am to 6:30pm. However we offer extended opening hours by appointment during the weekdays and on Saturday mornings. If you need to contact us in an emergency please try us on litigation@dls-law.co.uk and we shall endeavour to help.

2. Basis of Charging -

Please refer to the engagement letter for details of fees quoted, or our estimate of fees, or the hourly rates of the fee earner(s) concerned.

Otherwise, our charges will be calculated mainly by reference to the time actually spent (unless the matter is conducted on a fixed fee basis) by the solicitors and other staff in respect of any work which they do on your behalf. This will include:

- Advising you in meetings and on the telephone.
- Negotiating with others on your behalf in meetings, by letter and by telephone.
- Considering, drafting and completing documents, deeds, etc.
- Preparing for and attending court or tribunal hearings, including travelling and waiting time.
- Instructing third parties on your behalf.
- Legal and factual research.
- Preparation of any detailed costs calculations.

Hourly rates are reviewed periodically to reflect increases in overhead costs and inflation. We will notify you of any variation to the hourly rate.

All work will be charged in units of 1/10th of an hour (i.e. 6 minute units). For example, we charge for the time spent on making and taking calls in 6 minute units. Please note that we may uplift the rates if we have to work outside the normal working hours of the business, for complex issues, the speed at which actions need to be taken and the importance and value of the work. All time spent on a file (including telephone calls and travelling) is charged. We can agree at your request a limit on our fees which will not be exceeded without your authority but in those cases we cannot guarantee the work will have reached any particular stage when we reach this limit. If we cannot agree a further fee arrangement we will be entitled to terminate our instructions.

Where fixed fee estimates are provided, this is based on the information available to us now. We reserve the right to revise the charge if we are required to do work which is additional to that which can be anticipated at this stage. You will be notified if this situation arises.

You are entitled to request an estimate of our charges at any stage of your case. We shall update you with a costs estimate every six months or whenever any estimate we have provided is likely to be exceeded, whichever is the sooner.

If we are acting for you under the terms of a Conditional/Contingency Fee Agreement, please refer to that agreement for all essential information in relation to legal costs.

All fees (including fixed fees) will be varied if there are changes in the work or unforeseen or exceptional circumstances arise or the work becomes more time consuming than originally expected. We will discuss this with you when this arises and if you do not wish us to act then we will send you a bill for the works and disbursements to that date.

3. Disbursements

Solicitors have to pay out various expenses on behalf of clients including court fees, expert's fees, Land Registry fees, search fees, Barrister's fees and so on. We have no obligation to make such payments unless you have provided us with the funds for that purpose. We refer to such expenses as 'disbursements'.

We reserve the right to carry out a bankruptcy search for any person whom funds will be transferred to, which will be carried out prior to the transfer, at a cost of £2 per person payable by you.

4. Value Added Tax

VAT will also be payable by you at the current rate of 20% (or the prevailing rate which may vary from time to time) upon all this firm's charges and upon some of the disbursements that are incurred on your behalf.

Our VAT registration number is 132 2847 30

5. Payment Arrangements

We shall deliver bills to you at regular intervals for the work carried out during the conduct of the case. This assists our cash flow and enables you to budget for costs. Accounts should be settled within 28 days. Interest will be charged on a daily basis at a rate of 4% above Barclays Bank base rate at the time of the delivery of the bill where payment is not made within 28 days of the delivery of the bill.

Payment may be made to us by cash, cheque or bank transfer.

If we accept instructions from a Limited Company, we may require the directors and/or major shareholders to sign a form of personal guarantee in respect of the charges and expenses of this Firm. If this is refused then we will refrain from acting and require immediate payment of our charges up to that point and expenses.

If any account is overdue for payment we shall be entitled to refrain from continuing work for you. We shall also be entitled to retain any documents and papers belonging to you, together with our file of papers, until such time as all sums outstanding are paid.

6. Payment of your Legal Fees by others

If another person is ordered to pay your legal fees, you will not necessarily recover from that person the full amount of costs incurred on your behalf or that person may not be capable of paying what they have been ordered to pay. The fees payable by another party depends on a number of factors applied by the court in determining the level of costs recoverable. They are usually in the range of 60-75% of your total bill. If the other party is in receipt of public funding (legal aid), you may not be able to recover your own legal fees in any event.

7. Legal Aid

Unfortunately we can not take on clients on the basis of legal aid. We do not have a legal aid franchise, but if you wish to obtain further guidance on eligibility for legal aid and Solicitors that offer this then please refer to the Legal Services Commission website.

8. Your Liability to pay other parties Legal Fees

You must always bear in mind that if the court so directs, you may have to pay the other parties legal fees as well as your own.

9. Your Liability to pay tax, interest or penalties

The liability for all taxes, interest or penalties payable to HMRC or other taxing authority always remain your personal liability. Where we have agreed to this, we shall endeavour to complete correctly and submit promptly any appropriate returns to HMRC or other taxing authority, but in the event of any error, omission or late submission you will be liable to pay all such taxes, interest or penalties. In accordance with HMRC guidelines you are responsible for ensuring that the values submitted on any return are correct.

10. Insurance

There are a number of insurance companies that offer cover for litigation for your legal fees and those of the other side. The premiums vary in amount. If you require any further information in this respect, please contact us.

11. Interest

Any interest received on your behalf will be held in our Client Account. Subject to certain minimum amounts and periods of time set out in the Solicitors' Account Rules 1998, interest will be calculated and paid to you at the rate from time to time payable on Barclays Bank's designated Client Accounts.

The period for which interest will be paid will normally run from the date on which funds are received by us until the date of issue of any cheque from our Client Account.

We may retain the first £20 of each amount of interest as and when calculated to help us cover the administrative expenses of arranging these calculations and payments to you.

12. Tax Advice

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. Tax advice is outside of the scope of work we do for you, unless we specifically agree to advise you. We may not be qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, please raise them with us immediately. If we can undertake the research necessary to resolve the issue, we will do so and advise you accordingly. If we cannot, we may be able to identify a source of assistance for you.

13. Investment Advice and the FSA

If during this matter you need advice on investments, we may have to refer you to someone who is authorised by the Financial Services Authority, as we are not. However, as we are regulated by the Solicitors' Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.

Where we use third party organisations to provide ancillary services, such organisations will charge their standard fees for their routine services, which may vary from time to time.

14. Insurance Mediation

This Firm is not authorised by the Financial Services Authority.

The Law Society is a designated professional body for the purposes of the Financial and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints handling body of the Law Society.

15. Code of Conduct

We comply with the Solicitors' Code of Conduct, which is a clear set of professional principles. Full details of the Code can be found on the Solicitors Regulation Authority website.

16. Confidentiality & Disclosure Requirements

All information regarding your business and affairs will be kept confidential at all times, unless you instruct us to disclose information.

17. Data Protection Act

We process your personal information and sensitive personal information as defined in the Data Protection Act 1998 in accordance with the applicable data protection law. By submitting your information to us you consent to your information being processed and used by us as follows:

- To supply goods and services and requested by you including such transfer of information to employees, agents and third parties as required for this purpose.
- For our internal administration purposes.
- To market our goods and services to you.

We reserve the right to:

- Transfer our business assets (which include information) on sale or merger of the whole or any part of the business.
- Transfer our information as required to obtain legal advice, comply with legal requirements, protect our rights and property and the safety of our employees, clients, suppliers and others.

We may also process or use the data collected for, amongst other things, the legitimate needs of our business and to comply with the legal and regulatory issues.

Further any use of the e mail will carry risks and confidentiality cannot be guaranteed. Any information sent via e mail will be at your risk.

Please note that you have certain rights under the data protection legislation. Should you have any queries or require any further information in this regard, please do not hesitate to contact Mr Dinesh Dass.

18. The Proceeds of Crime Act 2002 (“the Act”)

The proceeds of crime are any money, property or asset which has arisen as a result of crime e.g. monies (no matter how low in value) that are the result of tax evasion or benefit fraud whether the money has been saved or spent.

If we become aware or suspect the existence of proceeds of crime in your case (whether from you or any other person), in order to enable us, or any other solicitor, to continue with your case without an offence being committed by us, we must in certain circumstances report the irregularity to the Serious and Organised Crime Agency (SOCA) without telling you that we have done so. SOCA will then give or withhold permission for us to continue with the case. Even if SOCA gives permission for the case to continue, it can pass the information received to any relevant body such as the Inland Revenue and an investigation and/or criminal proceedings may take place at any time in the future.

The obligations that we have under the Act can in certain circumstances override the duty of solicitor/client confidentiality.

Any time spent addressing issues arising from the Act will be charged to you in the same manner as any other work undertaken in relation to your case.

19. Money Laundering Regulations 2007

This Firm operates a comprehensive anti Money Laundering Policy as required by the Money Laundering Regulations 2007 and the Proceeds of Crime Act 2002. As a consequence of these regulations, we are legally required to ask for proof of your identification. We are entitled to refuse to act for you if you fail to supply us with appropriate proof of identity for yourself or for any principal whom you may represent. We may if required carry out electronic identity checks and the cost of the said search will be noted as a disbursement and paid by you. For all clients we do not see face-to-face we will undertake an on-line ID check at the commencement of your matter, at a cost of £2.35 per client, which will be in addition to the usual ID checks. Due to the regulations we will not be able to accept any cash payments of more than £500.00. You must not in any circumstances transfer any cash over this limit to our account without prior authority of a Partner of the Firm. If you do we reserve the right to charge you for the time we need to spend to investigate the source of funds, in order to cover our administrative expenses. We will also not be able to send monies to any third parties.

We are obliged to report any suspicion of money laundering to the Serious and Organised Crime Agency without informing you no matter how small a sum is involved. If we fail to do so the individual with the conduct of your case could be prosecuted. The employees, fee earners of Director of Dass Legal Solutions (MK) Law Limited will not be liable for any loss you suffer resulting from any disclosure under these provisions (this being an exception to the general rule that your affairs will remain confidential).

20. Distance Selling Regulations

Where your instructions have not been given to us at a face to face meeting, you have the right to cancel those instructions by delivering a note of cancellation to this office or by sending it by post, fax or email, within seven working days of your written instructions being received by us. You may not however cancel the agreement once we have, with your permission, started to do work on your behalf.

21. Ending This Agreement

You may terminate your instructions to us any time. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing.

We may decide to stop acting for you but only with good reason, for example:

- a. If you do not provide clear or proper instructions;
- b. If you have not provided satisfactory identification.
- c. If we cannot continue to act without being in breach of rules of professional conduct;
- d. If there has been an irretrievable breakdown in trust and confidence; or
- e. If you do not pay an interim bill or comply with a request for payment on account.

We will however be able to keep all your papers and documents while there is still outstanding money owed to us even though instructions are terminated.

22. Storage & Copying of papers & documents

After the matter has been completed, we will store your file for up to six years, at the conclusion of which we will destroy the file. We will place your file into storage fourteen days after your matter has been completed, and should you require return of any papers we hold on your behalf you will need to inform us of this before your file is placed into storage. Should you require significant papers to be returned to you, we reserve the right to make a charge to cover the time we need to spend to sort through the papers, to cover our reasonable administrative expenses and reasonable photocopying costs to maintain a full record on our file. The firm will not destroy documents such as Wills, Deeds and other securities that you ask us to keep in safe custody. We do, however, reserve the right to scan and shred all other paper files, for the ease of our storage systems. You should request return of any papers you require within 14 days of your matter being completed if you require return of any such papers before they are scanned and then shredded. Files relating to claims for children or for persons who are unable to manage their own financial affairs will be kept for longer.

We are entitled to keep your papers and documents if there is any money owing to us for our charges and expenses for any reason.

If we retrieve papers or documents from storage in relation to additional or new instructions to act in connection with your affairs, we will charge you £30 + VAT for such retrieval, to cover our administrative expenses of such retrieval. However, we may make a charge based on time spent 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 the instructions given by you or on your behalf.

On certain occasions it may be necessary for us to photocopy partially or entirely your file of papers for our own records. In such an event we reserve the right to make a charge for the reasonable photocopying costs, usually between 25-45 pence plus VAT per copy before the file can be forwarded.

23. Reporting Concerns

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 in the first instance with the person responsible for your case. If that does not resolve the problem to your satisfaction, then you can raise the matter with the firm's supervising Director.

DLS Law maintains a comprehensive procedure for handling complaints. Copies of this procedure will be sent to you upon your request.

All solicitors must attempt to resolve problems that may arise with their services. It is therefore important that you immediately raise any concerns that you may have with us. We value your instructions and would not wish to think that you have any reason to be unhappy with us.

If you are still not satisfied, you can then contact the **Legal Ombudsman at PO Box 15870, Birmingham B30 9EB** about your complaint. Any complaint to the Legal Ombudsman must be made within six months of receiving a final written response from us about your complaint.

24. Audit

Your file may be examined by the Solicitors Regulation Authority, our Auditors and also LEXCEL which is the Solicitors Regulation Authority's quality mark providers. If you do not consent to such inspections then you must tell us in writing.

25. Limitation of Liability

The Firm's liability from one claim ("a Claim") which arises from our work is £3 million. For the purpose of this clause a Claim includes any number of claims from you or any other clients arising from either one transaction or matter, or from the same or similar acts or omissions in a series of related transactions or matters. 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. 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. Please ask if you would like us to explain any of the terms above. Copies of the Firm's professional indemnity insurance policy are available on request.

26. Discrimination

DLS Law does not discriminate against clients or third parties irrespective of:

- a. race or racial group (including colour, nationality and ethnic or national origins);
- b. sex (including marital status, gender reassignment, pregnancy, maternity and paternity);
- c. sexual orientation (including civil partnership status);
- d. religion or belief
- e. age
- f. disability.

We are committed to equality and diversity and, as such, if you have any specific requirements or individual needs, please let us know.

27. Applicable law

Any dispute or legal issue arising from our terms of business will be determined by the law of England & Wales, and considered exclusively by the English and Welsh courts.