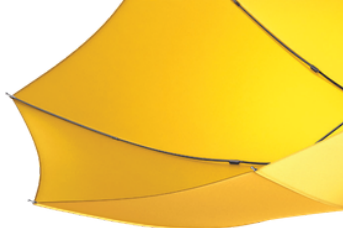
About You
Client Guide

Eatons
SOLICITORS





This Guide sets out our terms of business as to how we will carry out our work for you. Please keep this document for future reference or download a copy from our website.

#1
Client Care

A good relationship between the solicitor and the client is based on mutual trust and understanding. If there is anything that you are unsure of or unhappy about please discuss it with us.

In order to achieve the best outcome for you, we will need to work together. It will help us if you supply promptly any information, documents or funding which we ask you for and also if you tell us about any changes in your circumstances on your matter of which we would not otherwise be aware.

Our usual practice is to contact you when there is something to report (e.g. when we hear from the other party) and to give you periodic updates. If at any time you would like us to modify the frequency of our contact please let us know so that we can clarify how this might affect your costs.

If you are unhappy about the way in which we are dealing with your case then you should contact our Managing Partner, Graeme Brown (graeme.brown@ eatons-solicitors.co.uk) who has overall responsibility for managing your matter, and who will be pleased to assist.

We will try to resolve any problem quickly and operate an internal complaints handling system(a copy of the procedure is available on request) to help us resolve the problem between ourselves. If for any reason we are unable to resolve the problem between us, then you have a right to complain to the Legal Ombudsman who can be contacted on 0300 555 0333 or enquiries@legalombudsman.org.uk.

There are time limits that apply; you must refer your complaint within either one year from the date of the act or omission being complained about; or one year when you should have realised there was cause for complaint; or six months of our final response to your complaint.



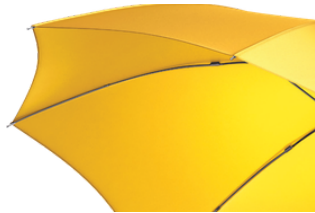
By way of reassurance to our clients, any work which we carry out is subject to stringent professional rules imposed on us and regulated by the Solicitors Regulation Authority (www.sra.org.uk/ code-of-conduct.page) and in order to protect your interests we carry professional indemnity insurance cover at all times to a minimum of £3 million. The SRA can help if you are concerned about our behavior such as dishonesty, taking or losing your money or treating you unfairly because of a disability, your age or other characteristic.

We will be acting for our client, as stated in our initial letter to you. If you are instructing us on behalf of a company, it will be our client, and not you personally. If we have not correctly stated whom you wish to be our client, you should let us know. We always put our client's interests first, irrespective of who has agreed to pay our fees. Our retainer is for the benefit of our client alone, and is not intended to benefit third parties.

#2
Our liability to you

Your agreement is with Eatons Solicitors (SRA no. 49116), a partnership, which is solely liable to you professionally and legally for the work that we carry out for you, and is not with any individual staff member. By Instructing us you agree that there is no liability to you on the part of our staff members and you agree not to pursue any claim against them individually for breach of contract or negligence. Likewise, our advice is provided to you and unless expressly stated you should not share it with any third party, and if you do then we are not liable for and we do not accept any liability for any action or omission of that third party in reliance on that advice.

If you fail to tell us something relevant to your matter, or if you fail to provide us with information by the time it is required, we will not be responsible for any consequences or for not giving you advice.



We will only be liable for any legal work or advice after we have formally accepted a retainer for that work/advice with you and confirmed this is writing.

Our liability to you depends on whether you have instructed us as a business customer or as an individual/group of consumers:

1. If you instruct us as a consumer, we shall not be liable to you or anyone connected to you for any of the following kinds of losses even if you told us there was a risk or we knew you might suffer that kind of loss: -

- Losses that you could not have not expected or anticipated when you first engaged us to work for you;
- Loss that were not caused by us breaching our contract with you; or
- Any business losses whatsoever, including any losses that a person not acting for the purpose of their trade, business, or profession may suffer.

2. If you instruct us in the course of your trade, business or profession we shall not be liable to you or connected to you for consequential or special losses, or indirect exemplary damages, nor shall we be liable for any costs, losses or other damages arising out of the same including as they relate to or incorporate any damage or claim for loss of profit or loss of opportunity. Where we provide advice to your company then we are not responsible for advising your shareholders, directors or employees personally, or any other third party, unless we expressly agree that with you in advance to giving our advice by separate agreement.

If we are liable to you in any way, (other than where such liability arises directly from death, personal injury or any other liability that we cannot legally exclude or restrict without breaking the law or our professional regulations) our total liability is limited to £3 million per claim.





#3
Costs Estimates

In general it is not possible to estimate the full amount of costs in advance because it will be impossible to predict precisely the amount of time which is going to be spent and any indication given by our staff as to the likely cost must be taken as exactly that i.e. as a “best guess” rather than a formal quotation. We will base any estimate on our experience of similar matters previously. Any initial estimate is therefore an indication to our client of “how much matters of this nature usually cost”. The time for which we charge may vary (up or down) according to factors which we cannot predict in advance such as the involvement demanded by other parties. You will appreciate that it is the time actually spent by us on your own matter that we are entitled to charge for, regardless of the original estimate.

Our clients may wish to set a limit on the costs which may be incurred by us. Please let us know at any time if you wish to set a budget. Any estimate or other reference to our charges should be taken
as being exclusive of VAT and disbursements unless otherwise stated.

Any indication as to our charges given by our Property Services Department for a matter involving property (e.g. sales, purchases and re-mortgages) is based on a pre-estimate of the time that it is likely to take us (in our experience) to deal with that type of transaction. Occasionally such matters become much more complex than could have been anticipated from the information available at the outset and, in these circumstances, we will have to depart from our original estimate.

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Costs

Although the way in which we calculate our charges is modified in certain areas of our work (such as residential conveyancing and accident claims, details of which will be provided by the member of staff dealing with you) our charges are based on the time spent by our staff on your matter, including time spent meeting with you or with others and time spent on telephone calls, correspondence, traveling, preparing or perusing documents and attending at court.

All the time spent is recorded and charged at an hourly rate based upon the seniority and experience of the member of staff doing the work, and with adjustments for factors like the difficulty, importance, urgency and value etc, of the work. The hourly rates are revised annually and a list of the rates being applied at any time by any member of staff working on your matter is available on request.

Probate work attracts, in addition to the appropriate hourly rate, a charge based on the value of the assets in the estate; 0.5% on realty (property owned by the deceased) and 1% on personalty (the rest of the assets in the estate, excluding their residential or other property). These value elements rise by an additional 0.5% of any of the partners of Eatons act as executors.
The status of the member of staff dealing with your matter will be confirmed on the business card presented to you by them. The legal work undertaken by all staff (both solicitor and non- solicitor) is supervised by the Departmental Heads. In addition to the cost of the time which we spend on the matter, other expenses (referred to as “disbursements”) may have to be incurred on your behalf and we will take it that we have your authority to incur any disbursements which we think are necessary to your matter. This includes items which we have to pay out on your behalf such as court fees, barrister’s fees, doctor’s reports, search and registration and stamp duty fees etc. If substantial disbursements are incurred we will ask you to pay for these at the time.

Our practice, in common with most other solicitors, is to ask our client to make an initial payment on account towards the likely anticipated cost of the work to be carried out. We may agree that such a payment can be made by installments (e.g. by standing order) at a level convenient to you for your budgeting purposes. This level will not necessarily reflect the rate at which your costs are increasing. However, such an arrangement does not operate to prevent the balance of any of our invoices when submitted becoming immediately payable nor does it prevent us insisting that an increase in the installments, or an additional lump sum payment, is made before we can continue working for you.

In order to keep our clients abreast of the costs that they are incurring, we may raise a bill to cover our costs to that date at regular intervals by way of interim bills. You may have a right to object to our bill by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974.

All bills rendered by us are due for payment within 7 days of the date on which the invoice has been rendered. VAT will be charged on our costs at the current rate. Interest at 8%, in accordance with The Solicitors (Non-Contentious Business) Remuneration Order 1994, will be charged on any bill outstanding after the expiry of one month from submitting it. If the bill is not paid when due or if you do not make a payment on account when requested, we will decline to act any further. You will become liable for any additional costs which are incurred by us in seeking or enforcing payment of an outstanding invoice including a charge for the time spent by our staff in so doing (chargeable at our minimum hourly rate) and any fees charged to us by a debt collection agency instructed by us.

We are also entitled to make a deduction or to exercise a lien for unpaid costs against any of your monies, papers or documents which are in our possession. In the event that some other party agrees to, or is ordered to, pay your legal costs, you nevertheless remain directly liable to us for payment of any bill of costs calculated on the basis outlined above, even if the amount paid by that other party is a smaller amount and if you have instructed us jointly with anyone else you will each be jointly and severally liable for all your costs in the matter.



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You should be aware that in cases where proceedings are issued the losing party will usually be ordered to pay the winning parties' legal costs. Although we will always advise you on the prospects of success, we will take it that you accept the consequences of this risk of losing. It is for you to let us know if you wish to insure against this risk. By contrast the winning party cannot expect to recover their costs in Family Court or Employment Tribunal Proceedings.

You should let us know if you have any entitlement to have your costs covered by a third party (e.g. legal expenses insurers or public funding) and keep us informed of any changes in your financial circumstances. Otherwise we will be entitled to assume that you remain a privately funded client and to charge you accordingly.

#4
Payments

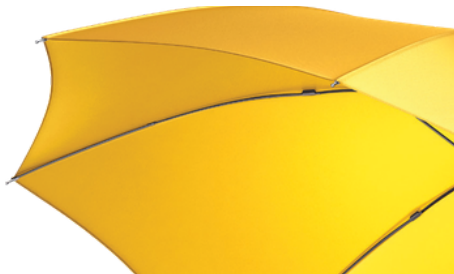
When we account to you for any monies that we hold on your behalf we will be entitled to insist that payment is made by cheque, rather than by electronic transfer, in the interest of banking security, you should expect to receive payment by cheque unless we agree otherwise (in which event there will be an administration fee chargeable of £50.00 plus V.A.T). In any event we may not act on instructions to make an electronic payment sent to us by email and we advise against your communicating such information to us by email. Similarly, to protect against cyber fraud we would advise you not to make a transfer of any money to us electronically without having first checked by speaking with us.
Where we hold sums on your behalf in our general client account for a period in excess of 28 days we will account to you for interest at a rate equivalent to what the sum would have earned on a Business Reserve Account at Natwest Bank.

#5
Confidentiality

As solicitors we are under a duty to keep your affairs confidential. To enable your matter to proceed we will take it that we have your authority to give relevant information to third parties (e.g. parties that you have involved or that we need to use such as lenders or other professionals). Otherwise there are very few exceptions to our duty to keep any information you tell us confidential. You should note, however, the following examples:

1. We are required to comply with the Anti Money Laundering Regulations which oblige us to obtain proof of your identity and to make a report to the authorities if there is any suspicion that any transaction involves the proceeds of criminal activity. By instructing us you are authorising us to check your identity and for us to access agencies holding personal data about you at a cost to you of £50 plus VAT.
2. If we are acting for you on a purchase of a property we will receive instructions from your lender to also act on their behalf. We then have a duty to pass to them information which we would reasonably expect your lenderto consider important in deciding whether or not to lend to you (such as whether you may have given misleading information to them or the information which we might reasonably expect to have been given to your lender is no longer true).
3. In the event that you qualify for public funding of your legal costs, we are under a duty to provide information to the Legal Aid Agency which would influence their decision to grant or maintain funding.
4. If you instruct us jointly with anyone else, or you permit someone else to communicate with us on your behalf, we will take it that we can share with them any information you give us and we will be entitled to assume that any instructions we receive will have been authorised (and any advice we give communicated) amongst all of you. By instructing us you agree that we have no liability to you for any consequence arising in respect of our perceived obligations as set out above.

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#6
Storage of Deeds & Documents

We are paper free. Please note that our policy is not to create a paper file, nor to retain or store any documents or correspondence in hardcopy paper form. These will instead be scanned to our electronic file and any original paper document will be destroyed once scanned or, at the latest, within 28 days of the closing by us of a matter. We will retain an electronic copy of all the documents in our file for a period of 6 years and we will only arrange to delete our electronic file at the end of that period. We will not, of course, destroy any Deeds, Wills, Securities that you give us for safe keeping. Where an electronic file, stored papers, Deeds or Wills are retrieved from storage by us to enable us to act for you again we would not normally charge for such retrieval. Only if the retrieval is for some other purpose will we make a charge of £50.00 plus VAT to cover the necessary admin, perusal and copying.

#7
Financial, Accountancy, Planning, Valuation and Insurance Advice

Our expertise is in providing you with legal advice. We would ask you to note that, in providing
you with legal advice, we are not qualified, nor authorised, to provide you with financial, tax, accountancy, insurance, planning or valuation advice respect of any matter on which you may instruct us. We will be entitled to assume that you will have sought advice on those aspects from a suitably qualified Independent Financial Advisor, Chartered Accountant, Insurance Broker, Planning Consultant or Chartered Surveyor or other consultant before acting upon our advice or instructing us to act for you.

In property transactions we deal with the legal aspects of ownership and do not visit or inspect and are therefore unable to advise on anything that might be apparent from an inspection such as the condition or state of repair or compliance with prevailing regulations of the property and its fixtures and fittings or the existence of a right of way or the presence of a non-owning occupier. Similarly we are unable to advise you on any uncertainty or discrepancy over the identity or boundaries of the property compared to any plans. You should commission your own survey and/or report such issues to us.

Although we are not authorised by the Financial Conduct Authority we are, however, included on the register maintained by the FCA so that we can carry on insurance mediation 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 FCA website at www.fca.org.uk

The Law Society is a designated professional body for the purposes of the Financial Services 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.

We recommend products from a selected number of insurers but we are not contractually obliged to those insurers to conduct business in this way. A list of those insurers is available on request.

#8
Data Protection

For an explanation of how we handle information which you provide to us please see our Privacy and Data Protection Policy which is published on our website at www.eatons-solicitors.co.uk. The General Data Protection Regulations give you certain rights over the data we might hold for you including a right of rectification if it's inaccurate, the right to object to the processing of your personal data, the right for your data to be erased, the right to request that the processing of your data be restricted, the right to data portability, the right not to be subject to a decision based solely on automated processing, and the right of access and receive a copy of your data.

If you would like to exercise any of these rights (including making a subject access request) please write to us at Data Protection Complaints, Eatons Solicitors, 34 Darley Street, Bradford, BD1 3LH or email us at enquiries@eatons-solicitors.co.uk.



Cancellation Form

#9
Cancellation

If, for any reason we are unable to complete the work you have instructed us to do, or the matter/ transaction becomes abortive then a charge will be made but only in respect of the work that has already been completed plus any disbursements incurred.
However, notwithstanding that you may have asked us to stop acting for you, you will be liable to pay for work that we are subsequently professionally obliged to do for you to protect your interests or to ensure a smooth transition. For instance, we may need to forward documents; to update third parties; or, in Court proceedings, make an application to have ourselves removed from the Court record.

Where you commence to instruct us to provide services for you other than face to face at our business premises, you have a right under the Consumer Contracts Regulations 2013 to cancel your instructions to us and your contract with us within the first 14 days.

The following apply to this 14 day Right To Cancel:

You have a right to cancel your instructions to us and your contract with us if you wish without giving any reason. This right can be exercised by your telling us in writing (e.g. by post, fax or email) that you wish us to cancel doing any work for you. You may wish to use the cancellation form, below.

The cancellation period will end after 14 days starting with the day on which you receive this notice of the right to cancel the contract with us. To meet the cancellation deadline you need to send your cancellation notice before this cancellation period has expired.

Any cancellation notice can be sent by post to Eatons Solicitors, The Old Library, 34 Darley Street, Bradford BD1 3LH; or by email to enquiries@eatons-solicitors.co.uk

Your notice of cancellation is deemed to be served as soon as it is posted or sent to us or, in the case of an email, from the day it is sent to us. If you requested us to begin the performance of services during the cancellation period, you shall pay us an amount proportionate to the work actually carried out for you.
If you cancel your contract with us we will reimburse you any payment due by the same means of payment that you used to pay us. You will not incur any fees as a result of the reimbursement.

Complete, detach and return this form.
Only if you wish to cancel the contract.

Eatons SOLICITORS

Case Ref. No.

_____

Name (Please Print) _____

Date

_____

Address _____

_____

Your Right to Cancel

I hereby give notice that I wish to cancel my instructions to you and my contract with you. Signed,

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Return this form to:

Eatons
The Old Library, 34 Darley Street, Bradford, BD1 3LH

For sound expert legal advice,
trust Eatons Solicitors

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reviewsolicitors

The Yorkshire Legal Awards
HIGHLY COMMENDED



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