



PainSmith's Terms & Conditions of Business

Unless agreed otherwise these terms and conditions of business apply to any future instructions you give us. These terms of business are to be interpreted in accordance with the law of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction over any dispute arising from them.

1. People responsible for your work

(a) We will provide you with the name of the fee earner handling your case. We try to avoid changing the person handling your work but from time to time this person may be unavailable. We have therefore built up a team of experienced fee earners who support each other in delivering our service. If your principal contact is unavailable please speak to one of their colleagues. If another person takes over primary responsibility for your case we will notify you as soon as is practicable.

(b) The person with ultimate responsibility for our work for you is Marveen Smith.

(c) PainSmith Solicitors is a trading name of PainSmith Solicitors Ltd which is a Limited Company registered at Companies House under registration number 07617210 and with registered offices at 1 Mansfield Business Park, Lymington Bottom Road, Medstead GU34 5PZ.

(d) We are regulated by the Solicitors Regulation Authority to provide legal services in England & Wales and our registration number is 562686.

(e) Our VAT number is 782048422.

(f) We carry Professional Indemnity Insurance in relation to our work for your protection. Our insurance is held with Alpha Underwriting Ltd who cover our work within England & Wales. They can be contacted by telephone on 0844 854 0566.

2. Charges and expenses

If your claim is defended or other circumstances arise which are not covered by our capped price our charges will be calculated as follows:

(a) Our charges are based upon the time we spend in dealing with your case. Anything that you can do to assist us in dealing with your case will minimise our potential charges.

(b) Time spent will include meetings with you (and maybe others); time spent travelling; considering; preparing and working on papers; correspondence; making and receiving telephone calls; preparing interest calculations and costs schedules.

(c) We will charge the hourly rates specified on our website at www.painsmith.co.uk/fees in increments of one-tenth of an hour.

(d) If your instructions mean that we have to work outside normal office hours, we reserve the right to increase the level of our hourly rate(s). You will be notified of any increase.

(e) In addition to time spent we may take into account any of the following factors, which could include:

i. The complexity of the issues;

ii. The speed at which action must be taken;

iii. The expertise or specialist knowledge which the matter requires;

iv. The value of the property, the subject matter involved, and the result to be achieved.

(f) If the matter becomes more complicated than expected we will notify you of the higher rate.

(g) We may also charge specific fees for further work as detailed on our website at www.painsmith.co.uk/fees.

(h) We may incur certain expenses apart from our legal charges, e.g. court fees, enquiry agents' fees, or barrister's fees. VAT may also be payable on some of these expenses.

(i) We will provide you with the estimated cost and will inform you as soon as possible if additional work is necessary. We will not undertake additional work beyond the original estimate without first obtaining your approval.

(j) Throughout this matter we will advise of the risks and benefits and the cost of any further steps, including the risk of having to pay all or part of the opponent's legal costs, to



try to avoid situations where the legal costs become disproportionate to the amount in dispute or your budget is exhausted before the matter reaches a satisfactory conclusion.

3. Billing arrangements

(a) It is important that you understand that you retain the primary obligation to pay our fees. We may ask you to provide payment on account of fees, particularly in regard to external costs which we incur on your behalf (eg. barristers). If we ask you for monies on account we reserve the right not to do any work until those monies are provided to us in cleared funds.

(b) If more than one person instructs us all of those people are jointly and severally responsible for paying our invoice.

(c) We will send regular invoices in respect of our legal charges and expenses incurred. Payment is due within 1 calendar month of us sending an invoice.

(d) We reserve the right to suspend or terminate our service and to charge interest on the invoice at the Law Society Interest Rate (www.lawsociety.org.uk/support-services/advice/articles/law-society-interest-rate/) on a daily

basis, from the date on which the payment of any invoice falls due until full payment is made if you do not pay an invoice within 1 calendar month of presentation.

(e) If some person or organisation has agreed to pay our invoice on your behalf, it is your responsibility to provide us with their details and you will still retain the primary obligation to pay our fees.

(f) If you have a legal expense insurer you should notify them of your claim immediately as they will only pay your legal fees from the date that they accept your claim. You will be responsible for any costs incurred beforehand or for any of our legal charges and expenses not recoverable from your insurer.

4. Interest

We will pay simple interest calculated daily on monies held by us on our client accounts at the same rate as we receive from our bank. If the calculated interest is less than £50.00 then we will not pay you interest as the administrative cost in processing and making the payment would exceed the sum of interest payable.

5. Opponents legal charges and expenses

(a) If you are able to obtain an order for all or part of your legal costs against your opponents you will be responsible for all of your enforcement costs. Usually these costs cannot be recovered from your opponent.

(b) If your opponent has obtained Legal Aid Agency funding you are unlikely to be able to recover any of your costs.

(c) Even if you win the case the legal costs which you have to pay are likely to exceed the amount recoverable from the other party.

(d) If the other party is ordered to pay a contribution towards your legal costs, they may not be able to do so.

(e) If the Court orders you to pay your opponent's legal charges and expenses this money is payable by you in addition to our own legal charges and expenses.

6. Disclosure of all relevant documents

Unless we specifically advise you to the contrary in writing you are under a continuing duty to disclose relevant documents, which will include letters; notes; computer records; diary entries; photographs and video records which are in your possession or within your control (e.g. held by your agent(s)) including any records which are damaging to your case. Failure to comply with these disclosure rules could lead to you being fined and/or imprisoned for contempt of court.

7. Copyright

Where documents are prepared for your use we grant you a licence to use those documents for the purpose for which they were intended. Any copyright in those documents remains



with us.

8. Storage of papers & documents

(a) After completing your work we are entitled to keep all of your papers and documents whilst there is money owing to us for legal charges and expenses.

(b) We will keep your file of papers for a minimum of 6 years. We may not keep your papers as originals but as a scanned file. Your agreement to this document gives us the authority to destroy your file after that period.

(c) If we retrieve papers from storage for the purpose of carrying out new instructions, we may charge for retrieval. We may charge for reading correspondence or other work necessary to comply with new instructions given by you or on your behalf. We may also charge for copying stored papers or documents requested by you.

9. Termination

(a) You may terminate your instructions to us in writing at any time but we will be entitled to keep all of your papers and documents while there is money owing to us for our legal charges and expenses.

(b) In some cases we may decide that we should stop acting for you. We will give you a written explanation and reasonable notice.

(c) If you or we decide that we will no longer act for you, you will pay our charges and expenses.

10. Paying Fees

We do not accept payments in cash from anyone. If you send funds to us by direct transfer you must confirm to us in advance so that we can tell our bank that they are authorised to receive your payment. Otherwise the bank may consider your payment as an example of money laundering which would delay us in our actions on your behalf.

11. Credit Cards

We do not make a charge for payments by debit card. However, if you make a payment to us by credit card, either to put monies on account or to pay an invoice, and that payment is greater than £500.00 then we will make a transaction charge of £5.00 on any such payment to cover expenses levied by the credit card processing company.

12. Auditing

Our files are audited by an external agency regularly to comply with various practice management standards and to ensure that we maintain quality standards. This will not compromise your privacy as any auditor is bound to keep all matters relating to the file confidential. However, if you would prefer that your file is not used for auditing purposes please inform us in writing and we will ensure that this does not occur.

13. Further Conditions

You are referred to the information provided on our website which sets out how we work (www.painsmith.co.uk/Working_with_us) and you will be assumed to have read and agreed to those terms.

14. Agreement

Your continuing instructions in this matter will be seen as acceptance of these terms and conditions of business irrespective of whether you sign this document.

15. Service of Notices

Any formal notices to be served by us will be deemed sufficiently served if sent by first class post to the address you provide in of this document. Notices served by you on us will be deemed sufficiently served when received by us at our office address. Any proceedings to be served outside the jurisdiction will be sufficiently served if sent by ordinary first-class



post or airmail or its local equivalent and it is agreed that those proceedings do not require translation into a language other than English.

16. The Solicitors Financial Services (Conduct of Business) Rules 2001

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 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 Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/register.

17. Complaints

You must allow us to deal with any complaint before taking it further. You can view our complaints policy on our website at www.painsmith.co.uk/Working_with_us/Discrimination_and_Complaints. If you remain unhappy with our response to our complaint you can complain to the Legal Ombudsman PO Box 6806, Wolverhampton, WV1 9WJ, Telephone: 0300 555 0333, Email: enquiries@legalombudsman.org.uk. You must complain to the Ombudsman within 6 years of the particular act you are complaining about, or 3 years from you first finding out about it and within 6 months of us giving a final response to your complaint.

18. Limitation of Liability

Our liability to you in respect of any one matter is limited to a total of £4 million.

19. Notice of the Right to Cancel

If you sign this contract **away** from our offices, either following face to face negotiations or if all the negotiations have been by phone or email and you have never dealt face to face with our representative, the following applies:

- 1.1. You have the right to cancel this contract within 14 days without giving any reason.
- 1.2. The cancellation period will expire after 14 days from the day you sign this Agreement.
- 1.3. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement sent to us by post, fax or email. You may use the cancellation form below but it is not obligatory.
- 1.4. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 1.5. If you cancel this contract, we will reimburse to you all payments received from you. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.
- 1.6. Under the Cancellation Regulations we cannot begin providing you with the service under these terms unless you have requested that we begin the service in writing. You may do this by signing in the relevant place on the signatures page.

If you request in writing that we begin performance of the service and subsequently you exercise your right to cancel you shall pay us an amount which is in proportion to the work we have done until you have communicated to us your cancellation.



I/We request that PainSmith Solicitors begin performance of its legal service straight away and I am/we are aware that if I/we invoke our right to cancel, I/we shall be responsible for the costs incurred up to that date.

Signed _____

Do not sign here unless you wish us to begin work immediately.

**THIS IS AN IMPORTANT DOCUMENT
IT SHOULD BE RETAINED FOR FUTURE REFERENCE**

I/We have been informed that I/we may not be able to recover our full legal costs but nevertheless wish to instruct PainSmith to proceed in this matter and agree to compensate and reimburse PainSmith Solicitors against any liabilities incurred by them in acting for me/us.

Signed _____

Client's Full Name _____

Dated _____

Client's Date & Place of Birth _____

Client's Address _____

Further Contact Details

You are not obliged to give us all this information but if you do so it will make it easier for us to contact you in an emergency. This information will not be used for marketing purposes or passed to third parties except as required by legislation, where authorised by you, or to collect debts which you owe to PainSmith Solicitors.

Client's Tel Number _____

Client's Fax Number _____

Client's Mobile Number _____

Client's email address _____



Cancellation Form

If you decide to cancel this contract during the Cancellation Period you must do so in writing by carrying out one of the actions below:

1. Complete and return the attached Cancellation Notice by delivering, or by sending it by first class post, or by electronic mail to:
PainSmith Solicitors
Address: 1 Mansfield Business Park, Lymington Bottom Road, Medstead GU34 5PZ
Email: instructions@painsmith.co.uk or to the fee earner handling your case directly
Fax: 01420 562 782

at any time within the Cancellation Period;

Your Cancellation Notice takes effect as soon as it is posted or sent.

If you would like to know more about your rights you can contact your local Trading Standards Department, or your nearest Citizens' Advice Bureau.

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

To:

PainSmith Solicitors

Address: 1 Mansfield Business Park, Lymington Bottom Road, Medstead GU34 5PZ

I/We hereby give notice that I/We cancel my/our contract for the service as set out in these terms of business.

Ordered on:..... [insert date these terms were signed]

Name(s)

Address

Signature(s)

Date.