



## **TERMS OF BUSINESS**

The following terms of business apply to all work carried out by Amnesty Solicitors except as otherwise agreed. The expression “we”, “us”, and “our” refer to Amnesty Solicitors and “you” and “your” refer to our client.

These terms and conditions will apply to any services which we provide to you and will usually be supplemented by a letter dealing amongst other things with the specific services to be provided and the fees payable.

These terms and conditions may be revised from time to time and a copy will be sent to you to replace these, and the revised terms and conditions will apply from the date you receive them. You are of course free to terminate the arrangement between us if you do not accept the revised terms and conditions.

Please read this document carefully before signing and returning to us, as your signed return is deemed acceptance of our terms of business. If you have any doubts or enquiries after reading this document we will be happy to clarify them for you.

### **1. Our Services**

#### **Scope of our Services**

The scope of the services we have agreed to provide for you in any matter will be agreed between us and confirmed in our Client Care Letter. You agree that you do not require us to provide you advice or further services in relation to any aspect outside of the scope of the services so agreed.

Amnesty Solicitors offer a comprehensive range of legal services in the areas of Immigration, Family Law and Private Client (Wills, Trusts and Probate).

#### **Level of service**

This firm is committed to legal excellence. We seek to provide quality professional services in a way that is cost effective to our clients and to charge reasonable and competitive fees. We believe it is important for our clients to appreciate how costs are calculated and for there to be clear guidelines as to what is expected of us. Our job is to work together with you to try and make your life easier in connection with the matter you have entrusted to us.

We will regularly update you by telephone, email, skype or in writing with progress on your matter in particular, following key events or stages in your matter. We will always endeavour to communicate with you in plain language.

We will update you on the cost of your matter at least six monthly and/or at agreed events. Whenever there is a material change in circumstances, we will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter. We will continue to review whether there are alternative methods by which your matter can be funded.

We will update you on the likely timescales for each stage of this matter and any important changes in those estimates. We will advise on the law and procedure relating to your instructions.

We cannot offer clients a guaranteed positive outcome of a particular matter but we will provide all clients with a reasonable assessment of the prospects of their case wherever possible. In all instances the final decision whether to proceed will always remain the final decision of the client.

#### **Joint Instructions**

Where we are jointly instructed by you and another client to act in a matter, we will assume that either of you are authorised to give us instructions, unless either of you advise us otherwise. In addition, as matters progress, we may need to act on instructions of other people from whom we consider it is reasonable to take instructions to progress the matter within the timescales set. Unless informed of any change, we will assume that this remains the case until our work is completed.

#### **Provision of Information**

To assist us in conducting the work as efficiently as possible, you will need to ensure that all information provided is to the best of your knowledge complete, accurate and up to date. You should also notify us of any changes or variations to that

information which may arise after the date it is passed to us and of any new circumstances that might be relevant to the work we are undertaking.

### **Responsibility for Work**

The name of the person who will carry out most of the work in this matter and, if different, the Supervising Solicitor with overall responsibility for your matter will be confirmed in our Client Care Letter. They may from time to time, be assisted by other members of our team i.e., trainees, paralegals etc. However, you will be notified of this either in the Client Care Letter or in writing when applicable.

To provide you with an efficient service you may also have regular contact with another member of our team assigned to assist on your matter. You will also find that the support staff to the legal team members will always be happy to take your telephone messages and, where appropriate, telephone you back after discussing your inquiry internally with the appropriate person.

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. There may also be some instances when another member of our team may help in relation to your case.

### **Contacting Us**

Our office is located at 13 Austin Friars, London, EC2N 2HE. The normal hours of opening are between 09.30 and 17.30 on weekdays. Appointments can be arranged outside those hours when essential to the interests of a client. Should you require emergency assistance whether at a place of detention or otherwise outside these hours you may contact our emergency service by telephoning 0207 183 8463 and leaving a message, together with a contact telephone number.

If you need to see your advisor please book an appointment before attending the office. If for any reason you have difficulties contacting them or have minor queries, please drop a line in writing and we will respond as soon as is reasonably practicable. Where it is deemed necessary, we can conduct appointments online should you have any objection to this, then please let us know.

### **Service Standards and Communication**

Whilst preparing your case, we will contact you as and when we deem it necessary to do so for the efficient and timely preparation of your matter. Where there is a deadline, we will contact you in a timely manner to ensure that any deadlines are not missed.

Unless you tell us otherwise we will normally communicate with you by email or by calling you on your mobile number. We believe it to be of the utmost importance that we keep you informed of progress being made and that whenever we request instructions and information or documents you provide the same expeditiously. We encourage the use of emails, letters and fax.

Our goal is to provide you with a high quality service. In particular we aim to:

- (a) Respond to queries from you within three working days of receipt
- (b) Keep you informed of progress regularly or when there is a development in your case

However please note there may be circumstances where we are otherwise engaged in an urgent matter for another client or we are in Court or on holiday.

### **Post Received**

If we receive post addressed to the company at this address, we will endeavour to forward this to you but take no responsibility for any loss or damage resulting from any omission or delay in the receipt here of the original letter, forwarding it to you or its receipt.

### **Email/Online Communication**

If you have the necessary facilities we will generally use Email/Zoom/Teams for communication with you unless you tell us not to.

There are some specific points of which you should be aware:

- (i) Communications over the Internet are not completely secure. You will have to guide us as to what should or should not be sent over the Internet.

- (ii) Viruses or other harmful devices may be spread over the Internet. We take reasonable precautions to prevent these problems by use of a firewall and virus checking software. If we are to communicate by email, it is on the basis that you will do likewise.

If you wish to communicate with us by email we will do this, but this will be without any liability on our part for either of the above risks occurring, including any claim that may arise from such communication on your request with third parties.

### **Public or Alternative Funding**

Amnesty Solicitors are not contracted with the Legal Aid Agency to undertake public funded (legal aid work). If your matter is in scope for legal aid and your financial circumstances are such that you would be eligible for legal aid funding, we will advise you to seek representation from an alternative firm who can offer you this service. As generally, if you have the benefit of a Legal Aid Certificate you will not be liable for the opponent's costs even if your claim is unsuccessful. The opponent can, in limited circumstances, claim its legal costs against the Legal Aid Agency. However, even if the cost of your case is covered fully or partially by a Legal Aid Certificate, the Court still has power to make you pay the fees and expenses of your opponent if it thinks it fair to do so.

You may have a motor or household insurance policy or trade union or other membership etc. which entitles you to free legal advice. You should check all your policies carefully to see if this is the case. If you are of the view that you can obtain legal advice through an existing policy please contact us immediately.

There are insurance policies available on the market that allow you to cover certain areas of law after an event has occurred. This is called after the event insurance. After paying a fee ('premium') you would be covered for your opposing solicitor's costs and expert's fees if you lose your case. You can also in certain cases insure the premium payable

You may be able to undertake a conditional fee agreement which most people understand to be 'no win, no fee'. Nothing in this paragraph constitutes financial advice. If you are in doubt about the effect of this please contact us.

### **Regulation**

We are authorised and regulated by the Solicitors Regulation Authority (SRA). Our SRA number is 630072. We operate in accordance with a code of conduct and other regulations contained within the SRA's Handbook. For further information or to see a copy of the Handbook, please visit [www.sra.org.uk](http://www.sra.org.uk). We practice through a company Amnesty Solicitors Limited. Amnesty Solicitors Limited is registered in England and Wales with registration number 09850635.

A list of our directors and their professional qualifications is open to inspection at our registered 13 Austin Friars, London, EC2N 2HE.

### **Conflicts of Interest**

An actual or potential conflict between your interests and the interests of another client of the firm may arise during the course of a matter. If this situation arises during our dealings with you, we will discuss the position with you and determine the appropriate course of action.

Where conflicts are identified which cannot be managed in a way that protects your interest, then we regret that we will be unable to provide further services.

If there is a conflict of interest that is capable of being addressed successfully by the adoption of suitable safeguards to protect your interests, then we will adopt those safeguards. Where possible, this will be done on the basis of your informed consent.

If a conflict of interest should arise, either between two or more clients, or in the provision of multiple services to a single client, we will take such steps as are necessary to deal with the conflict. In resolving the conflict, we would be guided by the SRA professional code of conduct.

### **Assurance of quality and complaints**

We are committed to high quality legal advice and client care and aim to offer all our clients an efficient and effective service, and I am confident that we will do so in this case. However, if you would like to discuss how the service to you could be improved, the level of your bill, or should there be any aspect of our service with which you are not satisfied, please contact The Head of Quality Assurance, Neveen Galal on 0207 183 8463 or email: [neveen.galal@amnestysolicitors.com](mailto:neveen.galal@amnestysolicitors.com) or by post to, 13 Austin Friars, London, EC2N 2HE. We have a procedure in place which details how we handle complaints and this will immediately be sent to you.

If you would like to see a copy of our complaints procedure at any other time, please let me know and we will arrange for a copy of our complaints procedure to be sent to you.

We have eight weeks to consider your complaint. If for any reason we are unable to resolve the problem between us within that timeframe, then you may ask the Legal Ombudsman to consider the complaint. The Legal Ombudsman may be contacted at PO Box 6806, Wolverhampton WV1 9WJ.

Please be aware that any complaint to the Legal Ombudsman must usually be made within six months of your having received a final written response from us about your complaint. Complaints to the Legal Ombudsman must usually be made within six years of the act or omission about which you are complaining occurring; or within three years from when you should have known about or become aware that there were grounds for complaint. However, the Legal Ombudsman will not accept complaints where the act or date of awareness was before 6 October 2010. For further information, you should contact the Legal Ombudsman on 0300 555 0333 or visit [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk).

## **SECTION: FEES**

### **Our Professional Charges**

Grade of Staff	Hourly Rate*
Principal Solicitor (17+ years PQE)	£585.00
Solicitors and Consultants (8+ years PQE) or other personnel with more than 12 years legal experience	£400.00
Solicitors and Consultants (4+ years PQE) or other personnel with more than 8 years legal experience	£350.00
Other Solicitors and Consultants with less than 4 years experience, or other personnel with more than 4 years experience	£270.00
All other personnel	£185.00

\* all costs are exclusive of VAT and disbursements

Unless and until either an alternative fee arrangement has been agreed and confirmed in writing by us the basis for calculation of our fees is primarily by reference to the time spent by the fee earner(s) dealing with the matter (including any time which we spend travelling) and will be charged at an hourly rate.

The reason for our hourly rates being set as they are is because the Courts produced guideline rates which were last updated in October 2021. These are known as the SCCO Guideline Rates. As the rates have not been updated since 2021, our rates take into account inflation using the Bank of England's Inflation Calculator.

Where relevant, the hourly rates applicable to your matter will be confirmed to you in our Client Care Letter. We may from time to time review our charging rates and will notify you immediately in writing of any changes which are applicable to your matter.

Our current rates from time to time may not be appropriate in cases of exceptional complexity or urgency or where specialist knowledge is required. Where it becomes apparent that such circumstances exist we will notify you of this.

All fees are quoted exclusive of VAT, which will be added where appropriate. Currently, the VAT rate is 20%. Our VAT number is 277 279 554.

In assessing the time spent on this matter, the person with the responsibility of drafting the bill will consider the time involved in attendances, writing letters, telephone attendances, consideration of documents, letters received and preparation. Letters and telephone calls are charged on the basis of a minimum of one-tenth of the hourly rate (i.e., six minutes) but letters and telephone calls involving a longer period will be charged accordingly. Time charged will also include traveling and waiting.

Each Consultant, Solicitor, and Caseworker's time is charged out at an hourly rate. Non-routine letters of any length will be charged in accordance with the appropriate hourly rate. Routine letters sent out and received by the firm are charged at six minute units.

### **Disbursements**

Our professional fees do not include expenses for example Counsel's fees, court fees, witness expenses, expert's fees, and certain delivery charges such as courtier or special delivery.

We may incur certain expenses your behalf, (for example, such items as court fees, counsel's fees, cost drafting fees). You will have to pay those expenses or reimburse us for them in addition to our fees. VAT is payable on certain disbursements.

We act on the basis that we are authorised to incur such expenditure as is reasonably necessary for the matter in hand. We have no obligation to affect such payments unless you have provided funds for the purpose of discharging a disbursement. In all cases unless we are placed in funds, we will not instruct third parties.

Where we hold monies on your behalf and a disbursement has been paid by us for you, a disbursement invoice will be rendered and we shall be entitled to transfer the appropriate funds.

### **Agreed Fixed Fees**

Where your matter is funded by way of an Agreed Fixed Fee these are non-variable or refundable. This means that they cannot be varied up or down and are payable whether or not the work is completed and so you must be aware of the implications of paying it and consent to this before any payment is made.

In accordance with our duties under Chapter 1 of the SRA Code of Conduct 2019 we are required to inform you that agreed fees are not client money and are not subject to the protections of the SRA Compensation Fund.

By agreeing to fund your matter by way of an Agreed fixed fee you are aware implications of paying it and consent to this before any payment is made. An Invoice will be sent to you at the outset of your matter. You can pay your fees bank transfer.

If a bill is not settled in advance or within the timescale agreed by us, we will charge interest at 10% per month from the date the bill is due to cover our reasonable credit controller's costs of recovery before any litigation commences. We are obliged to inform you that this rate is higher than that to which we would otherwise be entitled by law. Interest will be charged on a daily basis. If you have any queries about the bill that is sent to you, please do not hesitate to contact us straight away.

### **Matter not concluded**

Unless otherwise agreed in writing, our fees are payable whether or not a matter is successfully concluded. If any matter does not proceed to completion for any reason during the period in which we are instructed, then we will be entitled to charge for work done on an hourly basis plus expenses or by proportion of the agreed fee as set out above but, at its absolute discretion, we may waive part or all such entitlement to fees.

### **Estimate of Costs**

We will provide you at the outset of a matter with the best possible information on our costs and will update this information as the matter progresses. As you will appreciate however, a matter can often end up taking quite a different shape from that envisaged at the time when it starts and the legal advisers are instructed. Accordingly, it can be difficult to provide a clear estimate. However, as matters progress, we should be able to provide you with more detailed estimates of our likely costs and will keep this under review with you.

### **Limits**

Whilst it is often not possible to estimate charges in advance, it is open to you to notify us of any limit which you wish to impose on our charges after which further reference will be made to you. We will advise you when it appears that any costs estimates or limits are close to being exceeded.

Notwithstanding any estimates or costs limits however, the final bill will be a product of the amount of time our fee earners spend on the matter and our agreed fee rates; any estimates provided are neither intended to be a cap nor a target billing figure. Therefore, if significant further work is required in addition to that currently envisaged or if the timetable is extended significantly, our fees will be greater than our indicative estimates. Should it become apparent at any time during the matter that significant further work will be required, we shall of course let you know.

### **Third party responsibility**

In certain circumstances, there may be an expectation that a third party (including an insurer) will pay your costs. In the event that the third party does not pay the sums due, you will be required to pay the outstanding costs.

### **\*Companies (*where applicable*)**

As you are a limited company, we reserve the right to look to the directors personally for settlement of our fees in the event that the company goes into liquidation or receivership etc. The Directors will be required to provide a personal guarantee before any work can commence on behalf of the company. We will write to you under separate cover in this respect very shortly.

### **\* Individual Guarantor (*where applicable*)**

As you are based outside England, our standard operational procedures require you to obtain a Guarantor based in England to be responsible for your legal fees if you fail to pay them. We will write to you under separate cover in this respect very shortly.

If you are of limited means, our standard operational procedures require you to obtain a Guarantor based in England to be responsible for your legal fees if you fail to pay them. We may write to you under separate cover in this respect.

## **Billing arrangements**

### **Timing of bills**

We will normally send you a final bill for the settlement of our services at the end of the matter. However, if the matter is ongoing, we may render interim bills at agreed intervals.

### **Payment on Account**

We may ask you to pay sums of money from time to time on account of the anticipated fees. We will offset any such payments against your final bill.

Total fees may be greater than any advance payments. As such we reserve the right to request payments on account of these anticipated fees and disbursements. Any request for an initial or further payment on account should not be taken as a forecast of what the costs of the matter might be. The absence of a request for payment on account is not to be taken as an indication that we hold sufficient sums on account to meet the likely costs and disbursements that may be incurred in relation to your matter.

On agreed fixed fee matters we require payment in advance of any work being carried out. You will be issued with an invoice which will be due payable in order to commence work.

### **Settlement of bills**

Accounts are to be paid by you when due, whether or not the amounts concerned may ultimately have to be paid by another party. Bills are to be settled in full within 28 days of receipt. We may charge interest on unpaid bills from 28 days of delivery of the bill daily at statutory rate (currently 8%) above the base rate of Lloyds bank.

In relation to non-contentious costs, we are entitled to charge interest on unpaid bills at the rate payable on judgment debts from one month after delivery of the bill in accordance with Article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009. We reserve the right to charge interest on any outstanding amounts at the statutory rate (currently 8%) above the base rate of Lloyds bank.

If any payment on account is not made or a bill is not settled in accordance with these terms, we reserve the right to decline to act further for you.

Invoices will be rendered when it is appropriate in ongoing matters. Fees are payable whether or not a case is successfully concluded or a transaction completed. If any case or transaction does not proceed to completion for any reason during the period in which we are instructed, then we shall be entitled to charge for the work done on the basis set out above.

We reserve the right to charge interest on amounts outstanding at the statutory rate applicable to judgement debts from time to time. Payment of the firm's invoices are due on delivery, if no payment is received within 28 days, the firm reserves the right to charge interest.

### **Interest of Payments**

If we hold money on your behalf, subject to the terms of this paragraph, interest will be calculated and paid to you in accordance with the Solicitors Accounts Rules 1991. Subject to certain minimum amount and periods of time prescribed by the Rules, interest will be calculated and paid at the rate from time to time payable on Lloyds Bank client account. The period for which interest will be paid will normally run from the date(s) on which funds are received by the firm until the date(s) of issue of any cheque(s) in discharge thereof.

You have a right to object to any bill of costs we have sent you in your case and apply to the court for an assessment of the bill under Part III of the Solicitors Act 1974.

In the event of any bill or request for payment on account not being paid, we reserve the right to decline to act further in the case. In litigation cases we may apply to come off the court record as acting for you. The total amount of work done up to that date will be the subject of a final bill rendered and will be payable by you.

### **Concerns over your bill**

If you are not satisfied with the amount of our fees please contact us. Objections about the amount of our fee will be handled by way of our complaints procedure.

If you remain unhappy about the level of our fees you may be able to make a complaint to the Legal Ombudsman (as more particularly set out above) or may be entitled to have the bill assessed by the Court in accordance with Part III of the Solicitors Act 1974. Your rights are set out more fully in Sections 70, 71 and 72 of the Solicitors Act 1974.

### **34. Client account**

We operate a client account facility which allows for money to be held or transferred in relation to a matter we are working on. However, the facility is operated at our discretion and any unauthorised receipts will be held pending further investigation or returned to the sender. Therefore, we ask that you give us advance warning of any receipts.

We do not accept cash. If you circumvent this policy by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds. Where we have to pay money to you, it will be paid bank transfer. It will not be paid in cash or to a third party.

We may, from time to time, hold money on your behalf. Such money will be held in trust in a client bank account, which is separated from the firm's funds. The account will be operated, and all funds dealt with, in accordance with the Solicitors Accounts Rules.

#### **Client Interest**

If we hold money on your behalf, in accordance with the SRA Accounts Rules 2019, it is our policy that we will pay you a sum of money in lieu of interest on a fair and reasonable basis.

Client monies will normally be held by us in a general client account with our primary banker, Lloyds bank.

A sum in lieu of interest will be payable on amounts held in our general client account on the following basis:

1. Interest will be paid at the conclusion of your matter;
2. The period for which interest will be paid normally runs from the date the funds are received by us cleared in our account until, where paid electronically, the date when the funds are sent or, where paid by cheque, the date(s) on the cheque(s) issued to you;
3. The rate of interest paid to clients will be in line with Lloyds bank's published interest rates on Client Deposit Accounts over the period when interest is due;
4. All sums that are paid to you will be paid as a gross amount;
5. We will not account to you for any sums in lieu of interest in the following situations:
  - (a) On money held for the payment of a professional disbursement if the person to whom the money is owed has requested a delay in settlement;
  - (b) On money on an advance to us to fund a payment on your behalf in excess of funds already held for you;
  - (c) Where the total amount of interest calculated over the course of the matter is £20 or less;
  - (d) Otherwise, where there is an agreement to contract out of the provisions of this policy.

If it is apparent that money held on your behalf will need to be retained for some time then such money may need to be placed in a designated deposit account in which case all of the interest accruing while the funds are so invested will be paid to you when the account is closed or on intermittent basis as agreed with you.

To avoid an excessive amount of administration, interest will only be paid to you where the amount of interest that would be earned on the balances held on your behalf in any calendar year exceeds £20. Any such interest would be calculated using the prevailing rate applied by Lloyds Bank or small deposits subject to the minimum period of notice for withdrawals. If the total sum of money held on your behalf is enough to give rise to a significant amount of interest or is likely to do so, then we will put the money in a designated interest-bearing client bank account and pay the interest to you. Subject to any tax legislation, interest will be paid gross.

We will return monies held on your behalf promptly as soon as there is no longer any reason to retain those funds. If any funds remain in our client account that are unclaimed and the client to which they relate has remained untraced or five years or we as a firm cease to practice, then we may those monies to a registered charity.

#### **Lien over papers and documents**

Following the conclusion of your matter, we are entitled to retain your file of papers and documents while there is money owing to us for fees. We reserve the right to exercise a lien over your files and other documents or assets placed in our possession or custody (for whatever reason) If you have an outstanding debt with us in the form of an unpaid bill, until those debts are fully settled.

## **Use of experts and third parties**

It may be necessary for us to instruct the services of a third party, such as an expert, doctor, counsel or specialist language services (interpreting/translation services) or cost drafting lawyers before doing so we will consult with you on their instruction and wherever possible provide you with the estimated cost involved for their services. Only upon agreement and on receipt of full payment from you will any third party be instructed and any disbursement be incurred.

We will always consult with you about the use or selection of any particular supplier, we will confirm with you their name, their status and for what purpose are they being instructed. We do not hold any particular preference for the selection of any third party or expert, we will always endeavour to select the supplier most qualified and suitable for your particular case.

We have a non-discriminatory policy to the instructions of counsel or other experts. We select only third parties on the basis of their reputation for excellence and competency in that particular field. Their selection and appointment will be on the basis of their known abilities to carry out the work they have been instructed on, our assessment will always be carried out on an objective basis and you will be consulted with prior to their instruction.

## **Costs in Litigation Cases**

In Court cases it is always difficult to forecast the amount of time that will be spent since much will depend upon the volume and complexity of the documents disclosed and the time required for preparation and in Court. As well as the charges made by this firm, disbursements such as the fees of Barristers and Experts instructed and Court fees will be added to the bill.

We will tell you about any changes in the likely cost of your case. At the end of the case we will ask cost drafters to prepare a detailed bill for taxation (the process by which the Court assesses the work done and the amount charged). These fees will not form part of any agreed fixed fee and so will be need to be paid by you in addition to our fees.

## **Cost against you**

If you lose the case you will stand to pay the other side's costs. The Court has power to make an Order that you pay some or all of the other person's costs. If an Order for costs is made the Order is almost always enforceable only with the further permission of the Court.

## **Costs awarded against opponents**

You must examine the commercial viability of pursuing the case. Does the opponent have the financial means to satisfy any judgement you obtain? Further, even where your opponent has the means to satisfy any claim, the Court has discretion as to what cost to award against the losing party. Recovery of any judgement, or a Costs Order in your favour, may require additional Court action.

Similar to your having pursued your claim to judgement, you may then have to pursue your opponent to enforce the judgement and the Costs Order once the matter has been decided in your favour. This additional litigation also had to be funded, as this is a separate matter.

Please remember that as you are personally responsible for your own litigation costs, you will not be able to wait to pay our costs until your opponent has paid costs. In fact you will have to fund your litigation until its outcome. As explained above, the enforcement of costs involves separate action, which will require funding.

In the event that you are successful and costs do fall to be paid by the other party, interest can be claimed on those costs against the third party as from the date on which the order for costs was made.

## **Cybercrime and email Fraud**

It is unfortunate that Cybercrime and email fraud targeted at law firms and their clients is on the increase. Fraudsters are using very sophisticated methods to manipulate IT and intercept communications.

## **Confirmation of our bank details**

Our bank account details will be confirmed to you at the outset of the matter. We will not change our bank account details during the course of dealing with your matter so the account details we have confirmed in the body of these terms and conditions will stay the same throughout the lifetime of your matter.

It is very important that you are aware that we will not notify you of changes to our bank account details by email. We will only notify you of changes to important business information, including bank account details, in official correspondence which will be sent by postal mail.



If you ever receive any other communication purporting to come from us and which purports to change our bank account details or to request that you send funds to another account, please do not rely on this and immediately contact the person at this firm handling your matter by telephone. Even if the request appears to have come from us, you must never send funds to another account unless you have verified this with us.

We cannot take any responsibility for any losses where funds are transferred to other accounts that have not been verified by us.

### **Sending funds to our bank account(s)**

Prior to transferring any funds to our account, we recommend you contact us to verify our account details. Wherever possible, you should contact the contact the person at this firm handling your matter by telephone.

### **Our firm sending funds to you**

We may not agree to send any funds to you unless it is to a pre-agreed bank account which we have verified. You must take care to protect your own data and bank account details. Confirming your bank details by email should be avoided.

For all new matters, the person with conduct of your matter will contact you by telephone to verify your bank account details, prior to our sending funds to you. We are sorry if this causes any delay to the processing of payments but we do consider that these steps are necessary to help protect you and your money from fraud.

If you are a long-standing client of the firm and/or a client to whom we have previously transferred funds and your bank account details have not changed we will rely on our previous transactions rather than contact you via telephone for verification unless circumstances exist which increase the level of risk or we otherwise consider it appropriate to do so.

## **Financial Services**

### **Investments**

Sometimes the work we are likely to carry out for you can involve investments. We are not authorised by the Financial Conduct Authority (previously the Financial Services Authority) and so may refer a client to someone who is authorised to provide any necessary investment advice. However, we can provide certain limited services in relation to investments provided they are closely linked with the legal services we are providing to a client, as we are members of the Law Society of England and Wales.

If we recommend a referral to a particular firm, agency or business to provide you with investment advice, we shall do so in good faith but we shall not be liable to you for any advice you may be given by them. Furthermore, if that firm, agency or business is not another firm of solicitors you will not be afforded the regulatory protection of the SRA and shall not be entitled to the benefit of the SRA Compensation Fund.

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 SRA is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints handling body of the Law Society.

### **Insurance**

We are not authorised by the Financial Conduct Authority (formerly the Financial Services Authority). We do not generally sell or advise on insurance policies except those that are required in relation to our litigation practices, in litigation, 'after the event' insurance may be obtained by us on behalf of a client to protect against the costs the client may incur when making a claim. Should we identify a problem that cannot readily be overcome without taking out such a policy, we will inform clients at the appropriate time.

If we are requested to recommend an insurer, we will advise the client about the range of legal indemnity insurers we have checked before recommending a particular policy and, if it is not on a fair market analysis, we will explain the basis upon which the recommendation has been made and will check the suitability of any such policy. If we are requested to assist in the arranging of any insurance on behalf of a client, we will inform the client of all necessary information by means of a written 'demand and needs statement.'

If we recommend a referral to a particular insurer, we shall do so in good faith but we shall not be liable to you for any advice or assistance you may be given by them. Furthermore, you will not be afforded the regulatory protection of the SRA and shall not be entitled to the benefit of the SRA Compensation Fund in relation to those insurance services.

The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman is the independent complaints-handling arm of the Law Society.

## **Professional Indemnity**

In accordance with SRA requirements, the firm maintains a policy of professional indemnity insurance. Our qualifying insurer is Travelers Insurance Company Limited, 61-63 London Road, Redhill, Surrey, RH1 1NA. It is believed that this cover is reasonable in respect of the work conducted on your matter and accordingly we do not accept any liability should you make a claim against the firm in excess of our insurance cover.

Full information as to the level of this cover will be provided upon request.

In consideration of acting for you, the firm will not be responsible for:

- Losses which arise from the supply by you or others of incorrect or incomplete information, or your or others failure to supply any appropriate information of your failure to act on our advice or respond promptly to communications from us or other relevant authorities.
- In connection with non-contentious matters our liability to you is limited in any event to loss you may suffer which a) results from a breach of our duty to you b) is notified to us within 6 years from the date upon which the breach of duty occurred and c) does not exceed £3,000,000.
- Any consequential or indirect loss suffered by you or any other party, whether such loss arises in tort or contract or in any other way

Your acceptance of these Terms of Business is an acceptance that the maximum aggregate claim howsoever arising, including, but not exclusively for negligence, that can be made against Amnesty Solicitors is the equivalent to the Solicitors Regulation Authority's (Law Society) prescribed minimum sum from time to time in force.

## **Limitation of Liability**

### **Reliance by third parties**

Advice rendered by us is provided for the purpose of the instructions to which it relates and for your benefit. It may not be used or relied on for any other purpose or by any person other than you without our prior agreement.

### **Liability in respect of other parties**

We will use all reasonable endeavours to ensure that all information provided by us is accurate but we cannot account for the accuracy of information provided by or obtained from third parties. We shall not be liable for any decision made or action taken by you or others based upon reliance on or use of information or advice provided by or obtained from third parties.

Where we are asked to recommend the services of another advisor or service provider, we will do so in good faith, but without liability and without warranting the ability or standing of that person or firm. We will not be responsible for the quality of the services provided by that person or firm.

### **Limitation of our liability**

Your right in respect of any breach on our part of this engagement shall only be enforceable if notice in writing giving all relevant details of any claim shall have been given to us on or before the second anniversary of the date of this engagement. Amnesty Solicitors will not be liable if such losses are due to the provision of false, misleading or incomplete information or documentation or due to the acts or omissions of any other person other than Amnesty Solicitors.

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. Our liability, whether to you or to any third party, in contract, tort, under statute or otherwise shall exclude any indirect or consequential, economic loss or damage (including loss of profits), suffered by you, or by any third party, arising from, or in connection with, the matter upon which we are instructed however that loss is caused, including our negligence but not our wilful default.

We can only limit our liability to the extent the law allows. We cannot limit our liability for death or personal injury caused by our negligence.

### **Limitation of our members, consultants and employees**

Amnesty Solicitors assumes liability for and is fully and exclusively responsible for the legal services provided by its members, consultants and employees on its behalf. No individual has or will have any personal responsibility to you for the legal services provided by them on behalf of Amnesty Solicitors, and no claims may be brought against such individuals in respect of those services.

Amnesty Solicitors accepts liability for the legal services provided by such individuals on its behalf as if these terms and conditions did not exclude or limit any personal responsibility that they might otherwise have towards you in respect of such services.

Nothing in this paragraph is intended to exclude or limit any liability to the extent that Amnesty Solicitors, or any individual is precluded or restricted from excluding or limiting such liability under any legal requirements or any rules of professional conduct applicable to it, him or her.

If notwithstanding the above any individual incurs any personal liability to you in connection with services provided to you, you agree that the liability of each such individual shall be limited to the fullest extent permitted by any legal requirements or any rules of professional conduct applicable to him or her.

### **Equality, Diversity and Inclusion**

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

If you feel that we have not maintained exceptionally high standards in this respect then please let us know as soon as possible. You may also wish to make a complaint if you feel that you have been unfairly treated and we refer you to our complaints procedure which explains how you may complain.

### **Data Protection and GDPR**

All personal information received by you is subject to processing centrally at the Registered Offices of Amnesty Solicitors at 13 Austin Friars, London, EC2N 2HE.

#### **How we use your data**

We are registered as a Data Controller with the Information Commissioners Office. We will use the information that you give us to provide you with legal services, as per your instructions. We will keep your information confidential and will only use it for the purpose(s) for which it was provided or as is permitted in law (i.e., for dealing with complaints or regulatory investigations).

#### **Sharing information**

If you are a client of this firm we may share your data with administrative/secretarial/staff members who assist the staff in case progression. Your agreement to these terms is your explicit consent to this sharing of confidential data. If you do not consent to this you must make this known to us from the outset of your matter.

Occasionally, we may need to share some or all of your information with our quality assurance auditors for the purposes of their assessment of whether we are adhering to quality standards. Our files may need to be assessed for quality purposes by an external assessor and your file may be one of a sample which is to be assessed. Any examination will be strictly controlled and will be shared for the sole purpose of ensuring that our handling of your matter meets the requirements of the quality standard.

We may have to share some or all of your information with other third parties. This may include barristers, experts and other third parties who we need to instruct to assist us with your matter. We may also have to share information with the Legal Ombudsman (if you complain about our services) and the Solicitors Regulation Authority (the statutory body that regulates solicitors). In doing so we will always take care to ensure that your information remains confidential and safe. We will consult with you during your case about which experts, barristers and other third parties we instruct on your behalf.

We may wish to contact you in the future about our other services. Please let us know if you are happy to receive that information. To inform us of your preference, you are invited to tick the relevant box in the notice provided with your client care letter and return it to us.

#### **Your Rights**

You have rights under the General Data Protection Regulation and these include the right to be informed what information we hold about you. However, it is obviously likely that you will have provided us with such information as we hold. If you believe that the information we hold is wrong or out of date, please let us know and we will update it.

The person in this firm responsible for data protection is our Data Protection Officer, Neveen Galal enquiries and requests can be sent to her by telephone 0207 183 8463, by email to [datacontroller@amnestysolicitors.com](mailto:datacontroller@amnestysolicitors.com) or in writing to Amnesty Solicitors, 13 Austin Friars, London, EC2N 2HE.

#### **How long will we hold your data?**

We will only hold your information for as long as necessary to provide you with legal services and then for only so long as we are required either contractually or under our regulatory obligations. This will generally be six years after the end of your matter. After this time, we will confidentially destroy all information that we hold about you (in accordance with the clauses below relating to storage and retrieval) other than your name, address and date of birth which we will be obliged to continue to hold for the purposes of ensuring that we never act for another client where doing so would conflict with our obligations of confidentiality to you.

#### **Confidentiality**

Communication between us is confidential and we shall take all reasonable steps to keep confidential your information except where we are required to disclose it by law, by regulatory bodies, by our insurers or as part of an external peer review. Unless we are authorised by you to disclose information on your behalf, this undertaking will apply during and after this engagement.

We may on occasions, subcontract work on your affairs to other tax or accounting professionals. The subcontractors will be bound by our client confidentiality terms.

### **Outsourcing of our services**

Sometimes we have outsourcing arrangements with external companies which cover a range of services including, but not limited to secretarial and administration support, credit control and tele-conferencing facilities to ensure that our services are provided promptly and efficiently. Personal data and confidential information that we hold may be passed to these providers for them to undertake these services. In doing so we will always take care to ensure that your information remains confidential and safe. We have confidentiality agreements in place with each of the providers.

If you have any concerns regarding your confidentiality please do not hesitate to contact us.

### **Money Laundering**

#### **Notification**

Money Laundering is the process by which the proceeds of crime are dealt with in such a way that they appear to come from a legitimate source. If we become aware of or suspect the existence of the proceeds of crime in any case, we are now legally obliged to report the matter to the National Crime Agency (NCA). They may then give or withhold consent or us to continue with that case.

Under the provisions of our statutory obligations (in particular with regard to our obligations under the Money Laundering Regulations 2017 and other relevant legislation including the Proceeds of Crime Act 2002 and the Terrorism Act 2000), we are under a strict duty to report any circumstances where we know or suspect that a client or matter is involved in money laundering or terrorist financing, to the National Crime Agency. Under these circumstances, we may be precluded from informing you of the disclosure or seeking your consent. If we make a disclosure, we may also have to stop working on your matter for a period of time and may not be able to tell you why.

The law states that the obligations which are placed upon us by the Proceeds of Crime Act override our duty of confidentiality which we owe to you. If we are obliged to report the matter to the NCA, you will never be notified even if NCA gives us consent to continue working on your behalf, as we may be committing a criminal offence. As a result of the Proceeds of Crime Act 2002 and Money Laundering Regulations 2017 must obtain satisfactory evidence of identity from all new clients before we are able to act or do any work on your case.

We under a legal duty for the purpose of administrative requirements to comply with the following:

- To recognise suspicious transactions and report them to the appropriate authorities;
- To have documentary evidence on our files of the origin of any cash payments received by us for any purpose exceeding the amount of £1000.00. This is a mandatory requirement.
- If we/you or other third party(s) to a transaction become subject to an investigation, then we must ensure that there is a clear paper trail of where the funds originate.

All staff are fully trained with the above Legislation and our nominated MLRO and Director responsible for ensuring compliance with the Money Laundering Regulations 2017 is Neveen Galal, who is also the firms COLP and COFA.

Please note that if we must spend time addressing issues which have arisen under the Proceeds of Crime Act 2002, that time will be charged in the same manner as any other work undertaken in relation to your case.

#### **Identification**

In view of the above, the law requires solicitors to get satisfactory evidence of the identity of their clients and sometimes people related to them. We require two forms of identification, one with a photograph (passport or driving license) and one to verify your address (recent utility bill or bank statement), before any work on your matter can commence.

Please provide us with certified copies of the documentation as requested, or alternatively if you provide us with the original documentation we shall make certified copies and return the originals to you.

We may also be required to conduct background checks on our clients and to make detailed enquiries as to the source of funds being used in relation to transactions on which we are instructed to advise.

Depending on the type of transaction and/or whether it falls into a regulated sector, we may ask you to provide us with proof of your identity and/or to make searches of appropriate databases. The fee for these searches is £12.00 and will appear on your bill under expenses.

We are required to retain records of the identification obtained. We may delay, decline or cease to act for you if we have requested to see proof of your identity, but there has been an unreasonable delay in providing it.

If as a result of meeting our statutory obligations, or executing our internal procedures put in place to meet those obligations in good faith, we cause you loss, damage or delay, our liability to you will not exceed the minimum level of Professional Indemnity insurance cover as specified by the SRA Indemnity Insurance Rules.

## **Referrals**

If your matter has been referred to us by a third party and/or we have a financial arrangement with that third party then we shall disclose all relevant details to you in our Client Care Letter including the name of the referrer and the amount of any payment we make to that third party for referring you to us. Similarly, if we receive a financial benefit as a result of acting for you, we will tell you of the amount in our Client Care Letter.

If the third party is paying us to provide services to you, we will inform you in our Client Care Letter of the amount the third party is paying us to provide services to you and, where applicable, the amount you are obliged to pay the third party.

Despite any financial relationship with a third party, we will provide you with independent advice and you are entitled to and we hope that you will feel happy to raise questions with us about any aspect of your matter.

Any information you provide to us or any advice that we give you during your matter will not be shared with the third party unless you expressly agree. However, please note that if we are acting both for you and the third party in this matter, we may have to stop acting for both of you if there is a conflict of interest.

## **Distance Selling Regulations**

In accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you have been given different rights in different circumstances when you decide to instruct us. Different rules apply depending on where and how you instructed us and where the contract between us was formed. We have decided to offer you the maximum consumer protection in all cases, whether you instruct us by attending our offices or otherwise. Therefore according to the new rules and our own "upgrade" of the same you can cancel your instructions to us at any time.

However, in addition, in the first 14 days, you have additional rights to cancel your instructions to us. The 14 days start to run from the date upon which you were given (by post or e mail or by putting the information on our system) our terms of business and request to commence work form.

Once you have received our terms of business during the 14 day period you can cancel your instructions to us without being liable for any costs that we may have incurred on your behalf during that period. After 14 days you can still cancel your instructions to us but you will be liable for the work that we have undertaken on your behalf from the start of your instructions to us until the date of the cancellation.

In many cases clients ask us to commence work on their cases immediately or certainly as soon as possible. Under these 2013 Regulations, to protect us, we will not commence work on your file until we are sure that you have received and signed our terms of business and a further 14 days have elapsed. If you want us to commence work on your file sooner than that, then you MUST complete the Request to Commence Work Form that we have enclosed.

If we do not receive that document properly signed and dated, we will not commence work on your file for 14 days no matter how urgent your case may be even if you have given us oral instructions to commence work immediately.

## **Online Dispute Resolution (ODR)**

In accordance with relevant EU Directives, if you are a client and we have made a contract with you by electronic means you may be entitled to use an EU online dispute resolution service to assist with any contractual dispute you may have with us. This service can be found at <http://ec.europa.eu/odr>. Our email address for this purpose is [info@amnestysolicitors.com](mailto:info@amnestysolicitors.com). If you require any further information on this solution, then please do not hesitate to contact us further.

## **Termination**

### **Termination by you**

You may withdraw your instructions at any time by written notice to us.

Should your matter not be carried through to completion then a charge will be made in respect of the work that has already been completed based upon the fee structure that has been agreed. VAT or similar taxes will be payable on that amount and you will also be billed for any disbursements incurred.

We will be entitled to keep all your papers and documents whilst there is money owing to us for our fees and expenses.

### **Termination by us**

In some circumstances, we may consider that we ought to cease acting for you. We will only decline to act further for you where we have reasonable grounds to do so (for example: failure by you to settle invoices in full on the due date or to make payments in advance when so requested; failure by you to give clear and proper instructions on how we are to proceed; if it is clear that you have lost confidence in how we are carrying out your instructions; if by continuing to act we would be in breach of the law or rules of professional conduct). If we do cease to act for you then we will confirm in writing the reasons why and give you reasonable notice.

### **Disengagement.**

Should you disengage with us to the extent that we are unable to conduct our instructions, or in the event that we have no contact with you for a period of six months, we will proceed to close your file and reserve our right to cease to act for you in the future.

### **End of your case**

We will tell you the outcome and anything else you need to do including whether you need to look at the matter again in the future. We will offer you the opportunity to take your original file papers, and account to you for any outstanding money.

### **Storage and Retrieval of files**

At the end of the matter, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.

At the conclusion of your matter, we will store your file of papers for a reasonable period of time. We would usually store casefiles for six years from the date of the final bill but reserve the right to determine the period of storage. Such papers or files may be stored in an electronic form (with the original paper version being destroyed as soon as it is scanned and saved as an electronic file).

There may be documents such as deeds or wills which we have agreed to deposit for you in safe custody or documents that you have otherwise asked to be returned to you. We will not destroy any such documents. This service is currently free of charge. We do not always store clients' deeds and documents on our own premises but outsource our storage facilities to independent third parties.

We also reserve our rights to destroy your files and papers (whether electronic or paper based) after a reasonable period, without prior notice to you, unless we receive a written request from you during this period. At your request we will return any papers or property belonging to you which are not subject to a lien or otherwise being stored for safe keeping.

If we retrieve papers or documents or electronic data from storage in relation to continuing or renewing instructions to act for you, we will not normally charge for the direct cost for retrieval from storage. However, in all other cases, we reserve the right to make a charge of £30 for the retrieval or delivery of any stored files (including electronic data), papers or deeds or a charge based on the time we spend reading stored files, papers of deeds, writing letters or other work necessary to comply with your instructions.

### **Third Party Rights**

The Contracts (Rights of Third Parties) Act 1999 does not apply to the terms of our retainer with you or any subsequent amendment to it unless we expressly confirm in writing this it does apply.

### **Enforcement**

If any of these terms and conditions is held to be invalid, the remainder of the terms and conditions will remain in full force and effect.

### **Governing law**

These terms and conditions shall be governed by, and construed in accordance with, the law of England & Wales.

The Courts of England & Wales shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this agreement and any matter arising from it.

### **Intellectual Property Rights**

We will retain all copyright in any document prepared by us during the course of carrying out the engagement save where the law specifically provides otherwise.

### **Future instructions**

Unless otherwise agreed, and subject to the application of then current hourly rates, these Terms and Conditions of Business shall apply to any future instructions given by you to us. Although your continuing instructions in this matter will amount to an acceptance of these terms and conditions of business, it will be helpful if you will please sign and return one copy of them for us to retain on our file.

As this is an important document, please keep your copy in a safe place for future reference.

*I have read, understood and accept the terms and conditions of business set out above.*

**Signed** \_\_\_\_\_

**Dated** \_\_\_\_\_

## **Cancellation of your instructions**

### *Right to cancel*

This Notice has been provided to you because you have entered into a contract to which the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ('the Regulations') apply. Under the Regulations, you have the right to cancel this contract if you wish to do so within fourteen working days without giving any reason.

This Notice explains how to exercise this right. It also gives you other information that is required by the Regulations.

The cancellation period will expire after 14 days from the day of the conclusion of the contract - that is within 14 days of the date that you receive this notice.

In order to exercise your right to cancel the contract, you need to inform us that you wish to cancel your instructions. 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.

### *Commencing work during the 14 day cancellation period*

We cannot provide any services before the end of the cancellation period unless you have made an express request to that effect. If you require us to undertake some urgent work for you before the cancellation period expires, you are welcome to request that we do so. This request should be made in writing and sent to Neveen Galal at Amnesty Solicitors 13 Austin Friars, London, EC2N 2HE. or at [neveen.galal@amnestysolicitors.com](mailto:neveen.galal@amnestysolicitors.com).

However, please note that if you do ask us to begin the performance of services during the cancellation period and then subsequently seek to cancel the contract, you will be liable to pay us an amount which is in proportion to what has been performed until the time that you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

### *Effects of cancellation*

If you cancel this contract within the relevant period, this will end both your and our obligations under the contract. 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. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.





## DATA PROTECTION PRIVACY NOTICE

### How we use your data

Amnesty Solicitors are registered as a Data Controller with the Information Commissioners Office. We will use the information that you give us to provide you with legal services, as per your instructions. We will keep your information confidential and will only use it for the purpose(s) for which it was provided or as is permitted in law (i.e., for dealing with complaints or regulatory investigations).

Yes I consent ☐

No I do not consent ☐

*[Please tick as appropriate]*

We may wish to contact you in the future about our other services. Please let us know if you are happy to receive that information.

Yes I am happy for you to contact me about other services ☐

No I do not want you to contact me about other services ☐

*[Please tick as appropriate]*

We may have to share some or all of your information with other third parties. This may include barristers; experts; and others who we need to instruct to assist us with your matter, the Legal Ombudsman (if you complain about our services) and the Solicitors Regulation Authority (the statutory body that regulates solicitors). In doing so we will always take care to ensure that your information remains confidential and safe. We will liaise with you during your case about which experts, barristers and other third parties we instruct on your behalf. Further details are set out in our Terms of Business.

### Your Rights

You have rights under the General Data Protection Regulation and these include the right to be informed what information we hold about you (though obviously it is likely that you will have provided with such information as we hold). If you believe that the information we hold is wrong or out of date, please let us know and we will update it.

### How long will we hold your data?

We will only hold your information for as necessary to provide you with legal services and then for only so long as we are required either contractually or under our regulatory obligations. This will not be more than six years after the end of your case / matter. After this time, we will confidentially destroy all information that we hold about you (please see our terms and conditions which set out our procedures relating to storage and retrieval) other than your name, address and date of birth which we will be obliged to continue to hold for the purposes of ensuring that we never act for another client where doing so would conflict with our obligations of confidentiality to you.