

STANDARD TERMS OF BUSINESS

These Terms are to be read in conjunction with our Client Care letter and the Conditional Fee Agreement between you and Aequitas Legal. These three documents form the basis of the agreement between, these documents confirm that you wish us to take all necessary steps to pursue your claim and set out the basis on which we will calculate our fees.

OUR AIM

We aim to offer clients quality legal advice with a personal service at a fair cost. As a start, we hope it is helpful to you to set out in this statement the basis on which we will provide our professional services.

OUR COMMITMENT TO YOU

We will:

- Represent your interests and keep your business confidential.
- Explain to you the legal work which may be required and the prospects of a successful outcome.
- Make sure that you understand the likely degree of financial risk which you will be taking on.
- Advise you if legal aid might be available to you.
- Keep you regularly informed of progress or, if there is none, when you are next likely to hear from us.
- Keep you regularly informed of cost/risk benefit of pursuing your case
- Try to avoid using technical legal language when writing to you – tell us when we fail in this aim
- Deal with your queries promptly.

OUR HOURS OF BUSINESS

The normal hours of opening at our offices are between 8.00am and 6.00pm on weekdays. In an emergency messages can be left with our out of hours service and appointments can be arranged at other times when this is essential.

COMPLAINTS

We aim to provide the best possible service to our clients. If in the unlikely event that you are concerned about your case, please address any initial queries with the person/s with conduct of your case. Should they be unable to resolve your query, contact Mr Sucheet Amin who is the Managing Director of Aequitas Legal Solicitors Limited. It would be useful if you could put your query/complaint in writing marked for the attention of Mr Sucheet Amin. You will receive a written response within 3 days of your letter being received acknowledging your complaint and the Complaints Procedure will be invoked. We will then investigate the complaint and arrange a meeting with you if appropriate within 14 days from the date your complaint was received. After that meeting, a decision will be made within a further 3 days in writing.

A full copy of the Complaints Procedure is available upon request. In the event you feel that your query/complaint has still not been addressed, you are entitled to then involve the Legal Ombudsman. We will assist you where possible to communicate with the Legal Ombudsman or you can contact them on 0300 555 0333 or by writing to Legal Ombudsman, PO Box 6806, Wolverhampton WV1 9WJ or via the Internet at www.legalombudsman.org.uk. There are time limits to bring a complaint to the Legal Ombudsman. Your complaint should be brought to the Legal Ombudsman no later than:

- (a) Six years from the date of the act/omission; or
 - (b) Three years from the date of you should reasonably have known there were ground for a complaint (if the act/omission took place before 6 October 2010 or was more than six years ago)
- AND
- (c) Within six months of you receiving a final response from us to your complaint.

You are entitled to make a complaint in relation to any bill served by us for payment of legal fees. You may also have a right to object to the bill by making a complaint to the Legal Ombudsman, and/or by applying to the court for an assessment under Part III of the Solicitors Act 1974. However, if all or part of the bill remains unpaid, we may be entitled to charge interest.

PEOPLE RESPONSIBLE FOR YOUR WORK

The person/s responsible for dealing with your work are named in your client care letter. The person/s assistant/secretary may be able to deal with your queries and will be pleased to take any messages for you. We will try to avoid changing the people who handle your work but if this cannot be avoided, we will tell you promptly of any change and why it may be necessary.

CHARGES AND EXPENSES

Our charges will be calculated mainly by reference to the time actually spent by the solicitors/fee earners and other staff in respect of any work, which they do on your behalf. This will include meetings with you and perhaps others, reading and working on papers, correspondence, preparation of any detailed costs calculations, and time spent travelling away from the office when this is necessary.

We may arrange for work to be done on your behalf by a person or persons not directly employed by us (for example an enquiry agent to prepare a statement) and charge at rates that do not exceed those in these Terms of Business

The current hourly rates are set out below. We will add VAT at the rate that applies when the work is done.

Normal Rates

Directors, Partners, Consultants & Solicitors with over 8 years post qualification experience or equivalent	£230.00
Solicitors, FILEX, Senior Executives with over 4 years post qualification experience or equivalent	£200.00

Other Solicitors, experienced Litigation Executives with equivalent experience
Trainee Solicitors, Junior Executives and Paralegals

£175.00
£135.00

The above hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed with effect from 1 January each year. Our rates are updated on our website and you can check the prevailing rates at any time by going to <http://www.aequitaslegal.co.uk/about-us/claiming-with-aequitas-legal>

If you win, we will limit the total amount of our charges and success fees, payable by you (net of any contribution to your costs paid by your opponent) to a maximum of 25% of the damages you receive but excluding any expenses, disbursements (inclusive of VAT) or costs associated with the electronic transfer of damages to you. IF.Claims_Type=_MIB

Should you wish to receive your damages by bank transfer we will charge £50 plus VAT for arranging this. This is our charge in relation to processing the payment.

In your case we have agreed to act for you on a Contingency Fee Agreement and a note explaining how these agreements work is attached to the Contingency Fee Agreement.

If you win your case you will be responsible for paying the Contingency Fee less any amount paid by the MIB. END IF.Claims_Type=_CICA

Should you wish to receive your damages by bank transfer we will charge £50 for arranging this. This is our charge in relation to processing the payment.

In your case we have agreed to act for you on a Contingency Fee Agreement and a note explaining how these agreements work is attached to the Contingency Fee Agreement.

If you win your case you will be responsible for paying the Contingency Fee less any amount paid by the CICA. ENDIF.Claim_type_other_than_CICA/MIB

In your case we have agreed to act for you on a Conditional Fee Agreement and a note explaining how these agreements work is attached to the Conditional Fee Agreement. END

DISBURSEMENTS

During the conduct of your claim, we may at our discretion cover any outlay for disbursements, unless we advise you to the contrary. These are payments such as engineer's fees, medical report fees, GP and hospital administration charges, court issue fees and in particular the premium for any policy for litigation costs insurance to protect against the risk of opponents costs and disbursements. We will usually recover these disbursements from the Insurers of your opponent on the successful conclusion of your claim together with our costs. Please note that you will at all times remain responsible for reimbursement of our outlay for disbursements irrespective of the outcome of your claim.

The following are typical examples of disbursements you may expect in your claim. In Personal Injury cases: Release of copy Medical Records £50.00, copy Hospital Records or Notes £50.00, Medical Examiners Report £200.00 - £1,000.00; Barrister's fees £75.00 to £500.00 + VAT depending on the complexity of instructions.

If Court proceedings are necessary a Court Issue Fee of between £25.00 to £10,000.00 depending on the value of your claim. If your case goes to trial a further fee of £545.00 to £1,090.00 to list and hear the case will be payable.

Subject to the provisions set out in the Conditional Fee Agreement and attached guidance note we will not normally charge you for work we have done if your case does not succeed. However, you may still be liable to pay disbursements incurred on your behalf.

INSURING AGAINST LOSING

Attached is a separate document called "Protecting you financially when making this claim" which explains everything you need to know about how to protect you from disbursements and the other side's legal fees should you lose your claim.

RIGHT TO CANCEL

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you have a right to cancel our contract for providing legal services to you within 14 days of signing any agreement and/or authority appointing us as your legal representative.

Every agreement or authority relating to our appointment as your legal representative refers to this Right to Cancel and you have a maximum of 14 days to cancel.

If you decide to exercise your Right to Cancel, you must do so by returning by signing and returning the form at the end of this letter and within 14 days of the date you signed and Authority and/or Agreement for us to act on your behalf. Please note that you will still be responsible for all legal costs and disbursements incurred from the date you first instructed us and the date of signing the Right to Cancel.

If after the 14 days you wish to terminate our appointment, you will not be able to exercise your Right to Cancel and will remain responsible for payment of all legal fees and disbursements.

AUTHORISATION

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 may 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 Financial Services website at www.fsa.gov.uk/register/epfSearchForm.do

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 deals with complaints against lawyers. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of those bodies.

PRODUCTS

We only deal with products from Leeward Insurance Company Limited for legal expenses insurance policies, but we are not contractually obliged to conduct business in this way.

INTEREST PAYMENT

Any money received on your behalf will be held in our Client Account. Interest will be calculated and paid to you at the rate from time to time payable on the Royal Bank of Scotland's Designated Client Accounts. The period for which interest will be paid will normally run from the date(s) on which funds are received by us until the date(s) of issue of any cheque(s) from our Client Account.

We must account to you for interest when it is fair and reasonable to do so in all the circumstances. Our policy is that where the amount of interest does not exceed £20.00 we shall retain the interest accrued and where interest exceeds £20.00 we may ask you to sign a separate letter of authority agreeing that we may retain the first £20.00 of each amount of interest as and when calculated to help us cover the administrative expenses of arranging interest calculations and payments to you.

STORAGE OF PAPERS AND DOCUMENTS

After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. In addition, we will keep your file of papers for you in storage for 6 years. Digital records relating to your matter will be kept for 10 years. After that, storage is on the clear understanding that we have the right to destroy your file after such period as we consider reasonable and/or to make a charge for storage if we ask you to collect your papers and you fail to do so. We will not of course destroy any documents such as Wills, Deeds and other securities, which you ask us to hold in safe custody. No charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date which may be specified in that notice.

If, following conclusion of your matter, you require a copy of your file or certain papers on your file we may make a charge for supplying the file or papers. The level of any charge will depend upon whether or not you require electronic copies from our systems or hard copies or original documents. If we need to retrieve your file from our off site archive this will incur a charge as well. Depending upon the nature of the request it may be appropriate for a senior member of staff to review the file to ensure that it is appropriate to release all the information requested. Should you require a copy of your file or papers from your file you should contact us to let us know exactly what you require and we will provide you with details of any charge that might be made.

TERMINATION

You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing.

Where liability is in dispute and we consider that there is no reasonable prospect of success with your claim then we shall cease acting on your behalf unless you are willing to assure us as to our costs personally from the date of such notice or we are satisfied that our costs will be paid through other means such as a policy which provides legal expense insurance cover and continued cover under such a policy applies.

If we decide to stop acting for you, we will tell you the reason and give you notice in writing.

COMMUNICATION BETWEEN YOU AND US

We will communicate with you by telephone, letters SMS text messaging and inCase Mobile App licensed to us. We are also committed to saving environmental resources where possible and if you provide an email, we will communicate with you by and/or inCase Mobile App, unless you ask us otherwise. Should we communicate with you by email/inCase, we may not send letters via the post, unless you ask us to do so.

You should be aware that any communication via email/inCase may not be secure if your account is hacked or your device (tablet/smartphone) is lost and accessed without your permission. We recommend that you use strong passwords for your email accounts and inCase Mobile App login (a secure randomised password for inCase will be generated for you at the outset of your claim).

Our aim is to offer all our clients an efficient and effective service at all times. We hope that you will be pleased with the work we do for you. However, should there be any aspect of our service with which you are unhappy, please raise your concern in the first place with the person/s with day to day conduct of your matter. If you still have queries or concerns, please contact the Managing Director of the firm Mr Suchet Amin to whom any major difficulties should be reported.

IDENTITY AND DISCLOSURE REQUIREMENTS

In certain circumstances, solicitors are required to obtain confirmation of the identity of its clients for the purpose of Sanctions and Anti-Money Laundering Act 2018. The work we undertake is classed as an activity not covered by the Regulations. However, we may require from you at any time, sight of appropriate documentation such as your passport and/or driving licence (both parts) together with proof of your address such as a recent utility bill or benefit book, to confirm your identity.

You need to be aware that we have responsibilities under money laundering legislation to make reports to the relevant authorities in certain circumstances and that where this is required, the firm cannot be held responsible for any loss, damage or delay resulting from compliance with such requirements.

QUALITY STANDARDS

The firm is authorised and regulated by the Solicitors Regulation Authority. As a result of this we are or may become subject to periodic checks by outside assessors. This could mean that your file is selected for checking, in which case we would need your consent for inspection to occur. All inspections are, of course, conducted in confidence. If you prefer to withhold consent, work on your file will not be affected in any way. Since very few of our clients do object to this we shall assume that we have your consent unless you notify us to the contrary. We will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters which we conduct on your behalf. Please do not hesitate to contact us if we can explain this further or if you would like us to mark your file as not to be inspected. If you would prefer to withhold consent please confirm the same to us in writing.

DATA PROTECTION

This section explains how we will process your personal information when you make a claim for compensation or you instruct us in relations to any other business.

We will collect and maintain personal information in order to enable us to act on your behalf. All personal information is treated with the utmost confidentiality and with appropriate levels of security. We will not keep your information longer than is necessary.

The personal information that you supply may be used by us and our representatives for the purposes of claims administration, crime prevention, management information, staff training, providing financial services and guidance.

We will also add you to our mailing list and email newsletters to keep you informed of the services of Aequis Legal Solicitors Limited. As most clients do not object to this, we will assume that you are happy to be kept informed of our services and news in this way. You may unsubscribe from the mailing list or email newsletters at any time. From time to time we may also contact you about our services or promotions by text message (SMS).

Your personal information may be disclosed to third parties, including, but not limited to insurers, law enforcement bodies, government departments, local authorities, investigators and other public or private bodies, where we are authorised to do so by you or permitted by law to do so. This includes disclosures to third-party-managed databases of insurance claims used to help prevent fraud and to regulatory bodies for the purposes of monitoring and/or enforcing our compliance with any regulatory rules/codes.

Your personal information may be transferred to any country, including countries outside the European Economic Area where the transfer is necessary for the purposes of establishing, exercising or defending legal rights, obtaining legal advice, or in connection with any legal Proceedings in connection with your claim.

Your information will be protected from accidental or unauthorised disclosure. We will only reveal your information if it is allowed by law, authorised by you, to prevent fraud or in order that we can liaise with our agents in administration of your claim.

You have the right to ask for a copy of any information we hold on you and to require a correction of any incorrect information held. Any inaccurate or misleading data will be corrected as soon as possible.

The above principles apply whether we hold your information on paper or in electronic form.

Aequis Legal Solicitors Limited is registered with the Information Commissioner's Office (www.ico.gov.uk) in accordance with the Data Protection Act 2018 under Registration Number PZ1849782.

Enquiries in relation to data held by Aequis Legal Solicitors Limited should be direct to Mr Suchet Amin, Aequis Legal Solicitors Limited, Floor 11 Trafford House, Chester Road, Stretford, Manchester, M32 0RS.

TERMS AND CONDITIONS OF BUSINESS

Aequis Legal Solicitors Limited is registered for VAT under Registration Number 972 6931 81.

Aequis Legal Solicitors Limited is authorised and regulated by the Solicitors Regulation Authority under SRA Number 612457 and is subject to SRA Code of Conduct, being the rules by which a Solicitor's firm must comply. The SRA Code of Conduct can be found on the Solicitors Regulation Authority Website at www.sra.org.uk/solicitors/code-of-conduct.page.

It is a requirement that certain details about the firm's Indemnity Insurance is provided to all clients. Aequis Legal Solicitors Limited is insured with Omnyy LLP Lloyd's Syndicates Antares, Probitas, Neon and Everest under Policy/Certificate Number P8036123 (worldwide cover).

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 this firm.

These Terms and Conditions of Business, our client care letter and the Conditional Fee Agreement together form the contract between us.

Should you wish at any time to discuss any aspect of your claim or matter which we have raised in this letter, the Terms of Business or any other document or correspondence enclosed, please do not hesitate to speak to the person who has daily conduct of your case.