

About this document

1. The aim of this document is to set out some important details about the basis on which we propose to provide the services of this practice to you and how you can help us to do the best job possible for you. This is an important document and we recommend that you keep it for future reference. Unless we agree otherwise in writing, the terms that are set out in this document (along with our Client Care Letter if there is one for this matter) form the basis of the contract between you and us and are the terms under which we will be acting for you on this and any future work that we do for you.

Appointments and office hours

2. Our normal office opening hours are 9am to 5.30pm (Monday to Thursday) and 9am to 5pm (Fridays). The office is closed at weekends. Attendance at our offices is by prior appointment only. Our fee earners may be available outside of these hours by mobile phone or by prior arrangement. We reserve the right to charge a 10% increase on work carried out outside of normal office hours as above.

Disabled access

3. Our offices at One Park Row, Leeds and at One St Pancras Square, London, both have facilities for disabled access.

Our service standards

4. We will update you by telephone and or in writing with progress on your matter regularly.
5. We will communicate with you in plain language.
6. We will explain to you by telephone and or in writing the legal work required as your matter progresses.
7. We will update you on the cost of your matter regularly and at least every six months.
8. We will update you on the likely timescales for each stage of this matter and any important changes in those estimates. We will continue to review whether there are alternative methods by which your matter can be funded.

Our responsibilities to you

9. We will review your matter regularly.
10. We will advise you of any changes in the law that are appropriate to your matter.
11. We will advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter.
12. We will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances.
13. We will advise you if there is any change to the person handling your matter

Your responsibilities to us

14. You will provide us with clear, timely and accurate instructions.
15. You will provide all documentation required to complete matters in a timely manner.
16. YOU WILL SAFEGUARD, RETAIN AND ADVISE US OF ANY DOCUMENTS THAT ARE LIKELY TO BE REQUIRED TO BE DISCLOSED. THIS INCLUDES ALL DOCUMENTS WHICH ARE RELEVANT TO YOUR CASE WHETHER THEY SUPPORT YOUR CASE OR OTHERWISE AND WHETHER THEY ARE ELECTRONIC OR OTHERWISE. FOR THE AVOIDANCE OF DOUBT, YOU MUST NOT DELETE OR DESTROY OR ALLOW TO BE DELETED OR DESTROYED, ANY SUCH MATERIAL. IT IS YOUR RESPONSIBILITY TO ENSURE THAT THIS IS THE CASE, INCLUDING REVIEWING AND AMENDING/CANCELLING ANY ROUTINE DELETION/DESTRUCTION POLICIES YOU HAVE IN PLACE.
17. YOU MUST COMPLY WITH OUR REQUESTS FOR INFORMATION, COSTS ON ACCOUNT OF COURT FEES, AND ANY OTHER REQUEST FOR INSTRUCTIONS WHICH WE REQUIRE TO FULFILL OUR OBLIGATIONS TO THE COURT BY THE TIME WE SET OUT FOR YOU AND IN GOOD TIME FOR ANY DEADLINES SET BY THE COURT. FAILURE TO DO SO MAY LEAD TO YOUR CLAIM OR DEFENCE BEING STRUCK OUT OR TO COSTS SANCTIONS BEING IMPOSED BY THE COURT.

What is covered by this Retainer in any contentious matter?

18. As part of your instructions in a contentious matter, this retainer and our Terms of Business will apply to:
 - a. Your entire claim against another party or your defence as appropriate
 - b. Any counterclaim or joinder of proceedings
 - c. Any appeal by your opponent or any other party
 - d. Any appeal made against an interim order
 - e. Any proceedings you take to enforce a judgment or order or agreement
 - f. Negotiations about and / or court assessment of the costs of this claim

Keeping us up to date

19. We will need your regular instructions, so please remember to let us know promptly of any change of address or telephone number, or if you are going away. Although we will usually tell you what we need to know, we also rely on you to tell us about any relevant developments or anything else that we should know. If you do so as soon as possible it might help to prevent wasted time and costs.

Contact by e-mail

20. If you give us your e-mail address, we will take that as your authority that we can use it to send e-mail and other documents to you by email unless you ask us not to. Please remember that the internet is not completely secure, and that some confidential and sensitive material is best sent by other means.

Equality and diversity

21. We are committed to equality and diversity in all of our dealings with clients, employees, consultants and others. A copy of our Equality and Diversity Policy is available on request.

Regulatory and Company Information

22. Hägen Wolf is a trading name of Hagen Wolf Limited. Hagen Wolf Limited is a limited company registered in England and Wales with registered number 10830060 whose registered office is One Park Row, Leeds, LS1 5AB. We use the 'partner' to refer to a shareholder or director of the company, or an employee or consultant who is a lawyer with equivalent standing and qualifications.
23. Hagen Wolf Limited is authorised and regulated by the Solicitors Regulation Authority under SRA number 659328. The SRA Standards and Regulations can be found at www.sra.org.uk/solicitors/standards-regulations
24. Hagen Wolf Limited holds professional indemnity insurance limited to £3 million pounds. Details of our PII provider and territorial coverage are available at our place of business.

Lien

25. Hägen Wolf are entitled to retain all papers and documents as are supplied to us by you or are created by us during this retainer until any outstanding sums have been paid.

REGULATIONS AFFECTING YOUR CANCELLATION RIGHTS

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:

26. If we have not met you either in person (because, for example, instructions and signing of the contract documentation is taking place by telephone/mail, e mail or on-line – i.e.: by way of a “distance” contract) or we have taken instructions and a contract has been concluded away from our business premises (because, for example, we have met with you at home – i.e.: by way of an “off-premises” contract) and the contract was entered into on or after 14 June 2014, you have the right to cancel this contract within 14 calendar days of entering into the contract without giving any reason.
27. The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract.
28. To exercise your right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g.: a letter sent by post, fax or e mail). You may use the model cancellation form attached to the end of these Terms of Business, but it is not obligatory.

29. Should you require the work to be commenced within the 14 calendar days cancellation period, you must provide your agreement to that in writing, by e mail, post to enable us to do so. By signing and returning our retainer letter you are providing your agreement in writing to enable us to commence work within the 14 calendar days cancellation period. Where you have provided your consent for work to commence within the 14 calendar days cancellation period and you later exercise your right to cancel, you will be liable for any costs, VAT and disbursements incurred up to the point of cancellation. Unless you make an express request for us to commence work within the 14 days period (i.e. by signing and returning our retainer letter we will not be able to undertake any work during that period.

Financial services

30. This company is 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 distribution 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 a search at the Financial Conduct Authority website at <https://register.fca.org.uk>

Financial Services Compensation Scheme

31. It is possible that during the course of this matter, we could receive your money or money due to you from a third party. It is our normal practice (in accordance with the Solicitors Accounts Rules) to pay such money into our general Client Account which is held with Handelsbanken plc. Handelsbanken plc is authorised by the Prudential Regulation Authority and regulated by the by the Financial Conduct Authority (FCA) and Prudential Regulation Authority. We are advised by the Law Society that in the unlikely event of their insolvency or other failing, this Company will not be liable to you for any losses you may sustain. The Financial Services Compensation scheme may pay compensation to a limit of £85,000.00 per individual. However, as you are no doubt aware, this sum is the maximum amount of compensation available per person and will include monies that may be held by you in other accounts with Handelsbanken plc or its associated companies.

No Tax advice

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

Termination of instructions and abortive work

33. You may end your instructions to us in writing at any time, but we can keep all your papers and documents while there is still money owed to us for fees and expenses.
34. We may decide to stop acting for you only with good reason, for example, where a conflict of interest arises, there is a breakdown in trust and confidence between us, you fail to provide us with instructions or documentation we need to properly represent you in a matter, our invoices

have not been settled, or costs/ disbursements not paid on account, a statement of truth for which you are directly or indirectly responsible is found to be erroneous or you fail to meet a third party order for costs within the stipulated period. We must give you reasonable notice that we will stop acting for you.

- 35. If you or we decide that we should stop acting for you, you will pay our charges up until that point. These are calculated on an hourly basis plus expenses or by a proportion of any agreed fee as set out in these Terms of Business.
- 36. If we are acting on a CFA or a DBA, special provisions will apply which will be set out in the relevant agreement.

Retrospective nature of this Agreement

- 37. Due to pressure of time when taking instructions from you or for any other reason, it may be that these Terms and our Client Care letter (together “the Retainer”) are not brought or do not come to your attention at the time when instruction are taken in which case you agree (and your continuing instructions will confirm) that the Retainer is retrospective and applies from the beginning of our involvement with you.

Fees and expenses

- 38. We will do our best to give you an estimate (based on the information available to us at the time) of what the charges for the work are likely to amount to including fees, VAT and disbursements. If this is not possible, we will advise you of the basis upon which we will charge up to the point at which we are able to give you an estimate of the fees involved. In these circumstances you may wish to suggest a costs ceiling or cap which we will not exceed without your further instructions. Please note that an estimate is not the same thing as a fixed fee and is liable to change.
- 39. In some cases, we might be able to agree a fixed fee in which case you will be charged that amount for the Fixed Fee Work as defined in your retainer/engagement letter. Any work which is different from or supplemental to the Fixed Fee Work will be charged separately and, where possible, we will notify you in advance of what will be involved in this and any different terms that might apply to such work and the fees we would intend to charge. If a matter is terminated early in a fixed fee matter, we will charge a reasonable proportion of the fixed fee relative to the amount of the work actually done as against that which was envisaged.
- 40. **PLEASE ENSURE THAT YOU CHECK WHETHER YOU HAVE THE BENEFIT OF PRE-PAID INSURANCE (E.G. LEGAL EXPENSES INSURANCE UNDER HOUSE INSURANCE), TRADE UNION FUNDING OR OTHER SUCH BENEFITS WHICH MAY ASSIST OR FULLY FUND ANY ACTION. You should do this as soon as possible and before instructing us to contact or respond to your opponent or their solicitors in a contentious matter. Failure to do so, may invalidate or prejudice any pre-paid insurance, trade union funding or other such benefits which may assist or fully fund any action.**
- 41. When you instruct us, you should consider whether you will be able to pay our fees and any disbursements as the matter progresses. If you are unlikely to be able to fund an action to its conclusion, we need to discuss at an early stage (and before proceedings are issued if you are the claimant) how (or whether) we can work together to fund the action to its conclusion.

How we calculate our fees

42. Our fees (including fixed pricing) are calculated mainly by reference to the time that is spent in dealing with your instructions. As fixed prices are set at the outset they are based on our experience of similar types of work and on assumptions as to the amount that will be entailed in your particular action. Fixed pricing gives you certainty as to the amount that you will pay for the work that you instruct us to do at the outset. Where we are charging on an hourly rate, different hourly rates may be charged for different types of work, and according to the seniority of the person who handles it for you. Time spent on dealing with your instructions will include:
- a. Meetings with you and others;
 - b. Negotiating with others on your behalf in meetings, by letter, e-mail, fax and by telephone;
 - c. Considering, preparing and working on papers, documents, pleadings, statements etc
 - d. Reporting back to you as necessary or required;
 - e. Preparing for Court hearings, including travelling and waiting time;
 - f. Instructing third parties on your behalf;
 - g. Legal and factual research;
 - h. Correspondence and communications (sent and received including by letter, e-mail, fax, text and messaging applications);
 - i. Making and receiving telephone calls; and
 - j. Preparing detailed costs calculations and budgeting for the court and for you.
 - k. Dealing with and advising you on any matters such as ATE insurance, Conditional Fee Agreements or similar, and third-party funding.
43. Where we are acting for you on an hourly rate charge basis, any lawyer who spends time working on your matter will record their time. Time is recorded in 'units' of six minutes (and the time recorded is rounded up to the nearest whole unit) for all work undertaken on your behalf and this is then charged at the appropriate percentage of the relevant hourly rate.
44. Sometimes, where the nature of the work warrants a different basis for charging, we may calculate our fixed price or estimate and subsequent fees taking into account additional factors other than time spent. Such factors may include the complexity of the issues, the speed at which action must be taken, the expertise or specialist knowledge which the case requires or, if appropriate, the value of the property or subject matter involved. In such cases, the basis of our charges will be made clear to you at the outset, or when it becomes apparent that such factors will influence the estimate or basis of the charge. Minor expenses, e.g. postage, telephone calls and reasonable photocopying done internally, are included in our fees.

Changes to our rates

45. Our hourly rates are reviewed periodically, but you will be informed, in advance, if any increased rates will be applied to your work. Otherwise, our hourly rates are fixed at the outset of a matter.

Payments to third parties (Disbursements)

46. We are often required to make payments to third parties (such as barristers and experts) and to pay court fees and other expenses. Such payments to third parties will be made on your behalf as work progresses. Payments will be made from your money held by us in the company's client bank account. Please respond quickly to any request for payment in advance of expected disbursements, as any delay in providing cleared funds may delay your transaction. We may not be able to take the next step if the money is not available to us as cleared funds. In the case of court fees, the sanctions for non-payment can be extremely serious and may include your claim and or defence being struck out. You agree that we will not be liable for the consequences of your failing to put us in funds for court fees that have been requested but not supplied.

Your liability for the legal costs of this company and of others

47. IT IS IMPORTANT TO BE AWARE THAT THIS COMPANY IS EMPLOYED BY YOU AND THAT YOU ARE PERSONALLY RESPONSIBLE FOR THE PAYMENT OF OUR FEES REGARDLESS OF ANY ORDER FOR COSTS MADE AGAINST YOUR OPPONENTS.
48. IN ADDITION, IF YOUR CASE IS UNSUCCESSFUL, YOU WILL PROBABLY HAVE TO MAKE A CONTRIBUTION TO YOUR OPPONENT'S COSTS (WHICH COULD INCLUDE THE ENTIRETY OF THEIR COSTS) AS WELL AS BEING REQUIRED TO PAY ALL OF YOUR OWN COSTS.

Any costs recovery will rarely be a full recovery

49. Where in a contentious matter you are seeking an order that the other side must pay your costs, it is unlikely that the court will order your opponent to pay the entirety of your costs. WHERE THERE IS A SHORTFALL BETWEEN THE COSTS THAT THE OTHER SIDE IS ORDERED TO PAY AND THE COSTS THAT YOU ARE LIABLE TO PAY US, YOU AGREE THAT YOU WILL BE LIABLE FOR AND WILL PAY THE SHORTFALL TO US.
50. In addition, circumstances may arise where a costs order in your favour may not be paid in full or at all by your opponent. In such a circumstance, you agree that you will pay our costs in any event.

Proportionality and costs recovery

51. Where in a contentious matter you incur legal costs that the court considers to be "disproportionate" to the claim you are making, the court may limit the costs that you can recover from the other side on the basis of "Proportionality". It can be very difficult to determine when the court will decide that costs are proportionate or otherwise and the courts' position is changing over time. While we will use our reasonable endeavours to advise you and keep costs to a proportionate level, this may not be possible depending on the circumstances of the case. This may impact you in a situation where in our reasonable view costs have had to be incurred in order to properly make or defend a claim but the court will not order that your opponent pay those costs by way of an indemnity on the basis of proportionality. In such a situation you will still be liable to us for those costs.

Interim invoices

52. To enable you to budget we will normally send out interim invoices from time to time (usually monthly) before the conclusion of your matter. We will then send out a final bill on the completion of the work. In the normal course of events any interim bill will be on account of the final costs in that matter and we will not therefore be limited as to the eventual amount of costs charged for the period stated on any such interim invoice.
53. From time to time, however, we will also be entitled to raise what will be headed an 'interim statute bill'. This will be different to the interim invoices described above in that the charges stated will be final for the period in question and will not be capable of being subject to any addition or amendment on our part at any later stage. We will also therefore be entitled to commence recovery procedures in the event that any such bill remains unpaid. If you are unhappy with any interim statute bill you are entitled to request an assessment from the courts under part III of the Solicitors Act 1974. In these circumstances we are entitled to charge interest for any sums that are or remain unpaid. There are strict time limits for this process, and you may wish to seek independent legal advice.
54. We may also render additional bills to cover disbursements which we have incurred in dealing with your instructions.

Final invoices

55. Once the matter is concluded we will render a final invoice for all outstanding fees, disbursements and VAT, excluding any charges already included in interim invoices. Sometimes, the final invoice will include an allowance for concluding work that will be necessary to close your file after the legal transaction is completed, but this will be explained to you.

Payment of Money due to you

56. Where money is due to you this will be paid by bank transfer where the amount is less than £10 million. Please note that monies due to you of £10 million or more will only be paid by cheque.

Value Added Tax

57. This company is registered for VAT under VAT number 274807478. We will therefore be required to add VAT to our charges at the rate in force at the time to fixed prices, estimates and invoices. VAT may also be added to some disbursements. You agree that you will pay any VAT due on our invoices.

Work

58. If work which we have undertaken for you does not proceed to a conclusion, we will charge only for work done up to the point where the matter proves abortive and for any disbursements paid on your behalf.
59. In the case of fixed fee work, charges will not exceed the fixed fee or, if we have agreed fixed fees in relation to stages of work, the charges will not exceed the fixed fees up to the end of the stage that we are involved in at that time.

60. If we are acting for you on a Conditional Fee Agreement basis or other similar agreement, the agreement will set out in detail the basis upon which you or we may decide that we will no longer act for you and how that affects your liability to pay this company's outstanding charges and expenses.

Payment of invoices

61. All invoices must be settled within 7 days of the date of invoice. We reserve the right to charge interest on outstanding accounts (calculated daily from 7 days after the invoice date to the date of payment) at the rate payable on judgment debts (currently eight per cent) or, where a client is a business, the rate allowed under the Late Payment of Commercial Debts (Interest) Act 1998. Where we are holding money due to you, e.g. where we have recovered monies from a third party on your behalf, fees and disbursements due to us and VAT (where applicable) will be deducted and the balance paid to you.
62. In the event of payment not being made within these terms, we reserve the right to suspend work on your file where the account is unpaid and on any other matters being dealt with for you and, ultimately, to decline to represent you further. In those circumstances, final invoices will be rendered for work on all matters calculated to that date. In all cases, while there is money owing to us for payment of our charges or expenses we will be entitled to keep all papers and documents until all invoices are paid.

Cleared funds

63. Where money is to be paid to a third party you should allow ten working days for any cheques deposited with us by you (or anyone on your behalf) to clear to enable us to make such payments.

Our costs of recovering our fees or enforcing any term of this agreement

64. If we issue legal proceedings to recover any of our costs and or expenses from you, you agree that you will be liable for and that we will be able to recover from you, our full costs of doing so (whether those costs are incurred by us, or by a third party instructed by us) on a full indemnity basis.
65. You shall also be liable to us for all legal and other costs (on a full indemnity basis) incurred by us in enforcing any provision of this agreement or recovering any sum due thereunder.

Transmission of funds

66. In many cases it will be quicker, more convenient or necessary to transmit and receive funds electronically by telegraphic transfer or CHAPS. When we transmit funds by telegraphic transfer or by CHAPS on your behalf, we will pass any bank-imposed charges for this service on to you. When we charge these on to you, we are obliged to charge VAT on the same.

Referrals and Introductions

67. If you have been referred to us by an introducer, then in accordance with the Solicitors' Regulation Authority Code of Conduct we will act independently of the introducer and you are free to raise questions on all aspects of the transaction. If applicable, we will also advise you of any financial arrangement we may have with the introducer in respect of your introduction. By accepting these Terms of Business, you agree that we may disclose any necessary information to the introducer that you have disclosed to us. We will not disclose such information unless it is necessary to provide legal services to you and conduct your matter. If there is any such information you do not wish us to disclose to an introducer, please advise us immediately in writing. In the event that our acting on your behalf and the introducer causes any conflict of interest we will cease to act immediately.

Cybercrime Alert: Bank Details

68. **PLEASE BE AWARE THAT THERE IS A SIGNIFICANT RISK POSED BY CYBER FRAUD, SPECIFICALLY AFFECTING EMAIL ACCOUNTS AND BANK ACCOUNT DETAILS. PLEASE NOTE THAT OUR BANK ACCOUNT DETAILS WILL NOT CHANGE DURING THE COURSE OF A TRANSACTION, AND WE WILL NOT CHANGE OUR BANK DETAILS VIA EMAIL. PLEASE BE CAREFUL TO CHECK ACCOUNT DETAILS WITH US IN PERSON IF IN ANY DOUBT. WE WILL NOT ACCEPT RESPONSIBILITY IF YOU TRANSFER MONEY INTO AN INCORRECT ACCOUNT.**

Bank interest

69. Bank interest rates are fluctuating at the present time but our client and office accounts do not receive interest. Our policy on the payment of interest in relation to money that we hold on your behalf is to only account to you for all sums earned if the total exceeds £20. Below this sum we will retain any such sums earned without accounting to you for them. We believe that this policy is fair and reasonable, and we keep it under continual review in the light of changing interest rates in particular. A copy of our Payment of Interest Policy is available on request.
70. When we are in receipt of large amounts of money we may place such funds on specific deposit, in which case you will receive all the interest received. General payments of interest are made without deduction of tax but tax is deducted at source on specific deposits.
71. Please note that the rates of interest that we might earn on your behalf are likely to be lower than you might otherwise obtain since we need to have instant access to all such funds.

If you are unhappy about our service or a bill

72. Hägen Wolf is committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received or about the bill, please contact our practice manager, Keith Williams at our office on 0330 320 1445 or by email to complaints@hagenwolf.co.uk. We have a procedure in place which details how we handle complaints which is available upon request. We have eight weeks to consider your complaint. If we have not resolved it within this time you may complain to the Legal Ombudsman. Contact details for the Legal Ombudsman and details of the time limits for making a complaint can be found at www.legalombudsman.org.uk; telephone 0300 555 0333. For further information, you should contact the Legal Ombudsman.

73. If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman to consider the complaint. You will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint. The Legal Ombudsman can investigate complaints up to one year from the date of the act or omission about which you are concerned, or within one year of you realising there was a concern.
74. If you are unhappy with any bill you may also be entitled to request an assessment from the courts under part III of the Solicitors Act 1974. In these circumstances we are entitled to charge interest for any sums that are or remain unpaid. There are strict time limits for this process, and you may wish to seek independent legal advice.
75. Where you are acting as a consumer (as opposed to a business client), the Consumer Rights Act 2015 will apply to the contract between us from 1 October 2015.

Confidentiality, Data Protection and Auditing of Files

76. We are committed to maintaining the trust and confidence of our clients and the security of your personal data is very important to us. Our Privacy Policy provides detailed information about how we collect, use and hold your personal data and your rights in this respect. This is an important document which we ask you to read carefully. If you have any questions about this, please contact us.
77. We will keep all information relating to your affairs confidential. Our regulators, external firms, organisations or assessors may conduct audit or quality checks on our practice. These organisations are required to maintain confidentiality in relation to our files. If you do not want your file to be audited, please tell us as soon as possible. We may also disclose limited personal data regarding yourself and your matter(s) as part of due diligence and our regulatory obligation to check potential conflicts of interest, in the event we were to enter into merger, acquisition or sale discussions with a third party in respect of our business or as part of a tender process for business. We will always obtain a confidentiality agreement with such third parties to ensure that they keep the information provided to them securely and confidentially. Further information about how we collect, use and hold your personal data is set out in our Privacy Notice.
78. The Company will not be in breach of its duty of confidentiality in complying with money laundering and terrorist financing legislation (including the The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, the Proceeds of Crime Act 2002 and the Terrorism Act 2000). The Company will not accept any liability for loss or damage caused by such compliance.

Financial Crime, Client Due-Diligence and Money Laundering Regulations

79. The law requires solicitors to get satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money. To comply with the law, we need to get evidence of your identity as soon as possible. Our practice is, wherever possible for speed of compliance, to utilise the Anti Money Laundering (AML) service of companies that undertake remote electronic AML checks on individuals and businesses.

Using this service requires us to supply them with your name, address and date of birth and upon receipt of this information they will undertake a “soft search” of various databases including credit reference agencies and thereafter report to us. In instructing us to act for you, you acknowledge and consent to our use of your data in this respect. We need this information before we handle any funds for you.

80. The costs for performing online ID verification checks will be invoiced to you as a fee. For **individuals** these costs range from £3.00 - £8.00 (plus VAT) per individual and for **UK companies** £12.00 - £30.00 (plus VAT) per company. If any searches are required that will take you over these thresholds, your Solicitor will inform you before they are carried out. **Overseas company** checks may cost up to £200.00 (plus VAT) per company.
81. We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the National Crime Agency (or equivalent) where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we will not be able to tell you that a disclosure has been made and we may have to stop working on your matter for a period of time and will not be able to tell you why.
82. **Please note this company does not tolerate the facilitation of criminal tax evasion in any form by any of its owners, managers, employees, consultants or any other associated persons working with, or acting for and on behalf of this company**

Limitation of liability

83. Our liability to you for a breach of your instructions shall be limited to £3 million, unless agreed with you in writing. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profits or opportunities. We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence. Please ask if you would like us to explain any of the terms above. Any cover in excess of £3 million will require top-up insurance to be obtained by us. You agree to advise us if you require a higher level of cover and we will approach insurers for your specific requirements. We may in such circumstances need to pay an increased premium and we reserve the right to make a charge for the same but any such charge would be notified to you and would need to be agreed by you in advance.

Electronic billing

84. We may issue bills electronically rather than by post, with your prior agreement. The provision of an email address by you is taken as prior agreement unless you either strike out this clause or specifically inform us in writing.

Limitations and conditions

85. There are certain situations in which our and your ability to run the case is subject to limitations and conditions. Typically, this would be where you have taken out After the Event Insurance or are using Third Party Funding. Where this is the case, the ATE insurer or Third-Party funder will often require a higher level of input from Counsel in terms of advice and advocacy. We may not be able to proceed to the next stage in an action until such input is provided.

Cash

86. Our practice's policy is not to accept cash from clients. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds.

Where we have to pay money to you, it will be paid by bank transfer. It will not be paid in cash, by cheque or to a third party.

Document retention

87. The company maintains its files in electronic format. In the event a file is required by you (or a third party on your behalf) during the course of your matter, or during our retention period thereafter we only provide copies in electronic form. It is the company's policy to retain files for six years after the conclusion of a matter after which time the files will usually be destroyed.

Agreement and authorisation

88. Unless otherwise agreed, these Terms of Business shall apply to any future instructions given by you to this company.
89. Your continuing instructions in this matter will amount to an acceptance of these Terms of Business, but it would be helpful if you would sign, date and return a copy to us in the envelope supplied. In certain circumstances, it may not be possible for us to start or continue work on your behalf until a copy of these Terms of Business has been returned to us.

NOTICE OF RIGHT TO CANCEL**THE CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013**

- You have the right to cancel this contract within 14 days without giving reason. This is called “the cancellation period”.
- To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g.: a letter sent by post, a fax or an e mail).
- You may use the below model Cancellation Form, but you do not have to.
- 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.

Effects of Cancellation:

If you have asked us to begin performance of services during the cancellation period, and we have done work, and you then cancel the contract within the cancellation period, you will have to pay us for any work done , up to the time when you communicated your cancellation of the contract to us.

CANCELLATION FORM

To: HÄGEN WOLF of One Park Row, Leeds, LS1 5AB

I / We [*] hereby give notice that I / We [*] cancel my / our [*] contract for the supply of legal services.

Name:

Address:

Signature:

Date:

[*] Delete as appropriate.

You can return this form either by post to **HÄGEN WOLF, One Park Row, Leeds, LS1 5AB** or by email to cancellations@hagenwolf.co.uk