

ANN MCCABE Solicitors
TERMS AND CONDITIONS OF BUSINESS

INTRODUCTION

- 1 These Terms and Conditions of Business ("Terms") are made available to you in compliance with the Code of Conduct and other Regulations made by the Solicitors Regulation Authority ["SRA"]. You should read these carefully as they set out the basis upon which the Work You have requested Us to carry out will be undertaken. The advice of this Firm is independent.
- 2 In these Terms:
 - (a) "Us" "We" and "Firm" all mean Ann McCabe Solicitors [SRA: 627298] of 31 Ironmarket Newcastle under Lyme ST5 1RP
 - (b) "You" means the client to whom the Terms are addressed (and if more than one then each one);
 - (c) "Work" and "Matter" mean the substance of the instructions rendered to Us by You.

RESPONSIBILITY FOR THE WORK

- 3 It should be noted that the right is always reserved to refer this Matter to be dealt with by another person within the Firm. This may occur for a number of reasons including holiday leave, illness or other absence, office reorganisation, or the person dealing with your Matter not having the requisite expertise for your Matter, or the Matter not requiring the level of expertise of the person now dealing with you. You will be advised should it become necessary to permanently transfer your Work to another person in the Firm.
- 4 It is our aim to provide a friendly and efficient service. Nevertheless, if at any time there is any aspect of our service which you wish to discuss with Us then You should **first** raise the issue with the Fee Earner or, failing that, their Supervisor.
- 5 The lawyers who may deal with your case are:-
 - a) Ann McCabe – Solicitor and sole owner
 - b) Jemma Wentworth – Chartered Legal Executive
 - c) Emma Paxton – Associate Legal Executive
 - d) Daniel Webb – Consultant Licensed Conveyancer

OUR SERVICES

- 6 We aim to offer an efficient, specialist and sympathetic service, tailored to your particular circumstances.
- 7 We will endeavour to ensure that the Work that We are instructed to undertake for You is in accordance with the Service Standard below:
 - (a) We will update You with progress on Your Matter regularly by appropriate means;
 - (b) We will communicate with You in plain language;
 - (c) We will explain to You the legal work required as Your Matter progresses by appropriate means;
 - (d) We will update You on the cost of Your Matter at least six monthly;
 - (e) 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;
 - (f) We will update You on the likely timescales for each stage of this Matter and any important changes in those estimates;
 - (g) We will continue to review whether there are alternative methods by which Your Matter can be funded.
- 8 Our office is open from 9a.m. to 4.30pm (4pm on Friday) with a break for lunch from 12.30pm to 1pm, Monday to Friday. Out of hours appointments can be made by arrangement.
- 9 Your responsibilities: Please ensure that you provide us

with clear, timely and accurate instructions, that you provide all documentation needed to complete the transaction in a timely manner and you let us know promptly if your contact details change.

OUR COSTS

- 10 Our Costs (Our charges payable by You) are your responsibility to pay to us regardless of the outcome of your case unless and/or until either an alternative arrangement to Our Costs has been agreed and confirmed to You in writing (such as a client credit arrangement. Please ask if you want further information)
- 11 Until further notice, Our Costs shall be incurred at an hourly rate of £240 inclusive of VAT. In the event that you are quoted a fixed fee, costs shall be calculated according to the hourly rate of £240 up to the fixed fee quoted. Our Costs do not include additional expenses (known as 'Disbursements'), which will all be added to the bill for payment.
- 12 In addition to our Costs, We are entitled to make an administration charge (currently charged at the rate of £30 (plus VAT) for each money transaction payment (which includes any charges We incur by our bankers and our administration costs) for the purposes of undertaking same day money transfer between banks (CHAPS payments) for you when requested by You or necessarily incidental to the Work.
- 13 The Estimate of Costs associated with these Terms does not include any element of costs and/or disbursements or other expense that might arise or be necessary:
 - (a) In connection with the assessment or taxation of any Order or other provision for Costs whether in your favour or made against You;
 - (c) In maintaining or opposing any separate proceedings not contemplated at the time the Estimate of Costs was given;
 - (d) Reporting to any third party either during or at the end of your Matter (other than any person entitled by law).
- 14 Our charging rates are subject to review not more than once each year (usually 01 January). If your Matter has not been concluded by then all further work undertaken beyond that date will be at the new charging rates prevailing at the time the Work is thereafter undertaken. You shall be notified in writing of any increase.
- 15 In addition to Our Costs You are responsible for all Disbursements. We are under no obligation to pay out Disbursements on your behalf unless We have sufficient funds from You to make the payments. Disbursements include but are not limited to court fees, barristers fees, report fees, search fees, Land Registry fees and fees payable to experts and other professionals instructed on your behalf.
- 16 Our Costs are payable whether or not your Matter is successfully concluded or the Work completed. If your Matter does not proceed for any reason during the period that We are instructed by You then We shall be entitled to charge and be paid on the basis set out above.
- 17 If You have instructed Us to represent You in connection with litigation (i.e. a claim being made by or against You through the Courts or a Tribunal), you accept that the pursuance or resistance of such claims are inherently risky and that We cannot give You any assurances of success and that none is to be implied by reason of Us accepting instructions from You to act on your behalf. You further accept that it is your responsibility to take any decision relating to the continuation or cessation of any litigation or intended litigation. Save as expressly instructed by You (whether in writing or orally or by reason of your conduct), We have no authority to issue

any proceedings on behalf of You.

ESTIMATE OF COSTS

- 18 When it is not appropriate to quote a fixed fee for the Work to be undertaken on your behalf, you shall be charged instead at an hourly rate of £240 inclusive of VAT and we shall give to you an estimate of the costs to be incurred. In such circumstances, it would be difficult to give an accurate indication of the amount of time or work that would be necessary to complete your Matter as requested. Nevertheless, a preliminary estimate (so far as one is possible at all at this stage) will be provided in writing at the outset of your Matter. However, please note that this Estimate may well change as your Matter proceeds and it becomes clearer as to how much time and work is likely to be required. Wherever possible We will let You have a revised estimate if it becomes apparent that the original estimate is likely to be exceeded.
- 19 You are entitled to set a financial limit upon the value of Our Costs that You incur with Us which may not be exceeded without your written consent. Unless You have consented to Us exceeding the financial limit set by You, the Costs payable by You will not exceed that limit unless it is apparent to Us that You have requested Us to continue working (whether or not it is in writing) knowing or reasonably believing that the financial limit set by You would necessarily or probably be exceeded. In this case the Costs You will have to pay will be limited to the financial limit and any additional work involved by reason of You requesting us to continue working. However, setting a financial limit (or the supply of an Estimate) will not imply or oblige Us to complete the Work within any financial limit set by You or Estimate given by Us. If a financial limit is reached and You are not prepared to increase that financial limit to enable your Work to be completed then the right is reserved to treat your instructions as at an end. The giving of an Estimate to You is not the same as You setting Us a financial limit.

PAYMENT OF OUR COSTS

- 20 It is our normal practice to require You to make payments to Us on account of the anticipated Costs (inc. Disbursements incurred and to be incurred). In the event of You refusing declining or omitting to make a payment to Us on account when requested, We reserve the right to treat your instructions as being at an end when We shall be entitled to render a full bill for Our Costs for your Work giving credit for all monies paid on account as appropriate. In the event of difficulty in making any required payment then you should speak to the person dealing with your Matter.
- 21 Any money received on your behalf will be held in our client account with Barclays Bank. Any interest earned on any monies held by Us on behalf of You (and whether received on account of Costs or for any other reason retained in Our Client Account) up to the sum of £20 may be retained by Us and shall not become due or payable to You (unless otherwise expressly agreed with You in writing).
- 22 Notwithstanding any payment on account scheme agreed with You (if any), the right is always reserved to:
- Require You to pay to Us further monies to discharge Disbursements in connection with your Matter; and/or
 - To make any requests for payments that can be requested of You under the Solicitors Act 1974.
- 23 Any monies received from You and not immediately for any reason applied for the discharge of any Costs (inc. Disbursements) shall be held generally on account of You in Our client account and may be used in respect of all or

any Matters past present or future (including the recovery of monies discharged on your behalf (whether in the nature of a Disbursement or not) and any outstanding costs whether jointly with a third party or not).

- 24 Bills of Costs should be settled upon delivery (except where previously agreed with You). Unless you inform us otherwise in writing, you agree that our bills may be delivered to you by post, fax or email. Credit will, of course, be given for any monies in hand not otherwise applied in relation to other Matters on your behalf. Interest will be charged on Bills of Costs not paid at 8% per annum from the date of delivery of the Bill of Costs where settlement is not made within 28 days of the date of such delivery.
- 25 We reserve the right to suspend work in relation to your Matter (and where We consider it appropriate decline to act for You further) in the event of any Bill of Costs owed by You to Us not being paid to Us and the full amount and value of the Work done up to that date will then be charged to You.
- 26 We may from time to time offer a facility to You for payment of Our Costs and/or disbursements by credit card or debit card but shall not be obliged to accept payment in such manner. If payment is made to Us by or through a credit card and/or a debit card, the maximum payment that can be made by this method is £3,000 in any one transaction. Multiple transactions cannot be made. We shall be entitled to charge to You (by adding to the amount claimed from your said card) an administration charge equivalent to the transaction charge of the card company incurred by Us in respect of your card transaction.

NO PAYMENT BY THIS METHOD CAN BE ACCEPTED IN PROPERTY TRANSACTIONS, INCLUDING THE PAYMENT OF DEPOSITS AND COMPLETION MONIES.

- 27 Where in any Matter We recover or preserve money or property on behalf of You then We shall be entitled to a first charge (claim) for Our Costs on such money or property recovered or preserved for your benefit and shall be entitled to forthwith deduct any monies outstanding by You to Us in respect of Our Costs and where a final Bill of Costs has not or cannot for good reason be delivered to You then to retain sufficient monies on account of the final Bill of Costs.
- 28 We reserve the right both at the commencement of Your instructions (and at Our absolute discretion thereafter) to undertake such credit status searches and checks as we consider appropriate in the circumstances and You acknowledge and/or consent to Us doing so.

ORDERS FOR COSTS

- 29 At the conclusion of your Matter (in the event of litigation and subject to You being successful), it may be (and only may be and not inevitable) that You may be entitled to settlement or payment of your Costs by some other party. In certain circumstances it may be possible to claim interest as well. However, this does not relieve You of any liability in relation to our Bill of Costs in this Matter. If You are successful in recovering your Costs (ie actually receive payment of them) then this will serve to reimburse all (or at least part) of the Costs We charge You for acting on your behalf.
- 30 You accept that it may be difficult in some circumstances (notwithstanding an Order for your Costs) to obtain payment from the person ordered to pay them. You may ultimately recover nothing or less than You may otherwise be entitled to under your Order for Costs. You accept that We cannot and do not make any promises that being successful will result in payment in full.

31 If someone is ordered to pay your Costs it is rare for this to cover all of your Costs. This process known as "taxation" or "assessment" is a very complex topic. The person dealing with your Matter will be pleased to discuss this topic with You in greater depth if you so wish.

32 If We have not asked for a payment on account from You (or have requested a payment on account that remains undischarged in full or part) We shall be entitled to retain any interest (if any) arising on any Costs payable (and paid) by the other person required to pay You without any need or obligation to account to You in this respect.

TERMINATION OF OUR RETAINER

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, such as the failure to provide required identity evidence, give sufficient instructions or if a conflict of interests arises. We also reserve the right to cease acting if any bill for costs and/or disbursements remains outstanding for 28 days or if you fail to provide monies on account as requested. 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 subject to any fixed fee agreed as set out in the client care letter sent with these Terms of Business.

LIMITATION OF LIABILITY

36 The extent of any liability of Us to You:

- (a) In respect of any neglect and/or default in respect of the matters with which You instruct Us and which results in You suffering any loss of any kind shall not exceed £2 million unless We agree to a higher limit in writing (and You acknowledge after careful consideration and reflection that such a limit is considered reasonable in the circumstances); and
- (b) With regard to the current economic climate, it is unlikely that this firm would be held liable for losses resulting from a banking failure. Any monies held on your behalf will be held with Barclays Bank. The Financial Services Compensation Scheme (FSCS) has a limit of £85,000, which applies to an individual and so if you hold other personal monies in the same bank that we use, the limit remains £85,000 in total. Barclays Bank may trade under different brands and you may wish to check whether any institution you hold money with is part of the Barclays Banking group. In the event of a bank failure, your agreement to these Terms will be taken as your consent for us to release your details to the FSCS so that they can deal with any compensation claim.

MONEY LAUNDERING and the PROCEEDS OF CRIME

37 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. If you cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity.

38 If the matter you are instructing us on involves the movement of money or other property through this practice directly or through another party, we have to be satisfied that the relevant transaction is legitimate. This is a legal requirement. We are entitled to refuse to act for

you if you fail to supply appropriate proof of identity for yourself or for any principal whom you may represent. We may undertake identity searches in this respect. In addition to asking for evidence of your identity and address, we may also have to ask for proof of the source of any relevant funds.

CONFIDENTIALITY

39 Our professional rules require confidentiality in all dealings with our clients. This means that we may not reveal to any third party the nature of your instructions provided or the advice given to you. In most cases it is improper for us to reveal even that we act for you. You must therefore let us know if you wish us to be able to discuss your matter with any friend or relative on your behalf.

40 There are two exceptions to this general rule:

- (a) Risk of harm - The first is where you or any other person (most particularly a child) is at risk of serious harm. In these exceptional circumstances, we would normally seek to discuss the action to be taken with you before taking any action to contact the appropriate authorities in line with our professional guidance.
- (b) Money Laundering – In order to comply with our statutory obligations, we operate an anti-money laundering reporting procedure. If we know or suspect that you (or anyone else involved in this matter) are involved in money laundering or hold the proceeds of any crime, we may be required by law to make a report to the National Crime Agency (NCA) and if notification is made we will be prohibited from telling you that we have done so. Proceeds of crime are assets or income which have been acquired through some illegal activity (e.g. non-payment of tax or fraudulently claimed benefits).

41 If a report is made to NCA, we must stop work on the matter until we are authorised by NCA to proceed.

42 Any fees, disbursements or expenses incurred in complying with the above will be charged to you. There may be circumstances in which we consider that we are obliged to make a report to NCA which it later turns out was not strictly required by law. By instructing us you agree that such reports can be made.

43 We can accept no responsibility or liability for any loss, damage or expense (whether direct, consequential or otherwise) arising from any delay in your matter or otherwise as a result of making any reports to NCA and ensuring compliance with our statutory obligations.

CASH POLICY

44 Our practice's policy is only to accept cash up to £600. 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 cheque or bank transfer. It will not be paid in cash or to a third party.

FINANCIAL SERVICES

45 If during this transaction you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority, as we are not. We shall not be responsible for the advice given to you by that financial adviser.

DATA PROTECTION ACT 1998

46 In relation to all information supplied to Us by You and/or acquired in relation to Your Work:

- (a) Ann McCabe is the firm's Data Protection Officer.

- (b) You consent to Us (for the purposes of the Data Protection 1998) using all information which We gather about You (whether from You or third parties) in Our dealings with You (whether in connection with Your Matter (or any previous Work)) for all and any of the provision of Legal Services to You or on Your behalf, the administration of any past present or future relationship with You and the discharge of any statutory obligations arising from any past present or future relationship with You. We do not require your express consent to process your personal data in the course of complying with our legal obligations.
- (c) We confirm that all such information shall be treated as confidential, but You authorise Us to disclose such of the information that We hold about You to third parties in so far as it is necessary for Us to discharge and/or undertake the Work You instruct Us to do and/or where We are under a legal obligation to disclose such information.
- (d) We confirm that if we take payment by card, the only information we retain on our records relating to the card transaction is the name on the card, the last 4 numbers of the card number, the amount of the transaction and the date.
- (e) We confirm that we are registered as a data controller with the Independent Commissioners Office www.ico.org.uk/about-the-ico/what-we-do/register-of-data-controllers. You have a right to complain to the Information Commissioners Office if you are concerned about the way which we handle your data.
- (f) Upon receipt from you of any request to delete information that we have about you, we shall consider what information can be deleted whilst still complying with our legal obligations and shall notify you accordingly.
- (g) You are entitled at any time to request access to and rectification of any data that we hold on your behalf and to object to and request the restriction of processing your data and the transfer of data to a third party, subject to our complying with legal obligations.

STORAGE OF PAPERS AND OTHER DOCUMENTS

- 47 We shall be entitled to retain all papers and other documents received from You or otherwise in Our possession (whether arising in connection with the Work or otherwise) until all monies due to Us (whether in relation to this Matter or otherwise) have been paid in full.
- 48 We shall (for the convenience of You) (but subject to paras 47 and 49 and as a gratuitous bailee only) retain the file of papers relating to your Matter until:
 - (a) You request the file of papers from Us;
 - (b) The Work is concluded, whereupon we shall provide the file of papers to you for your own safekeeping. If you do not wish any papers to be returned to you, we shall destroy any papers in our possession by a method that ensure your information remains confidential.
- 49 We reserve the right to refuse to accept into safe custody from You any documents or property in Our absolute discretion.

ELECTRONIC RECORDS

- 50 All documents we receive in relation to your Case are retained in electronic format and stored upon a Cloud server hosted by Leap Legal Software. Your records shall be retained for such period as is reasonable in your case to ensure that we meet our legal obligations and in any

event for a minimum period of 10 years following the closure of your file and thereafter shall be deleted. The appropriate destruction date shall be notified to you in the letter confirming arrangements for closing your file.

- 51 We reserve the right to charge an administration charge for time spent on provision of documents to you after your file is closed.

COMPLAINTS

- 52 We are 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 for Your Work, please contact Ann McCabe. We have eight weeks to consider your complaint. If we have not resolved it within this time you may complain to the Legal Ombudsman.
- 53 If you are not satisfied with our handling of your complaint, you may be able to ask the Legal Ombudsman (PO Box 6806, Wolverhampton, WV1 9WJ; email: enquiries@legalombudsman.org.uk); tel.: 0300 555 0333; to consider the complaint. Normally, you will need to bring a complaint to the Legal Ombudsman within twelve months of receiving a final written response from us about your complaint or within six years of the act or omission about which you are complaining occurring (or, if outside this period, within three years of when you should reasonably have been aware of it). Further details are available on the Legal Ombudsman's website at: www.legalombudsman.org.uk
- 54 If you are unhappy with our charges, you may also be entitled to apply to Court for an assessment of the bill under Part III of the Solicitors Act 1974. Please note that if all or part of the bill remains unpaid, we may be entitled to charge interest.

SOLICITORS ACT 1974 ASSESSMENT

- 55 These Terms and the retainer to which they relate DO NOT constitute a contentious business agreement (which would have the effect of limiting your rights of challenge) and if at the conclusion of this Matter You are not satisfied with the amount of Our Costs You may seek to challenge them by way of Detailed Assessment. You would need to make an application to the Court to assess the charges made.

PROFESSIONAL INDEMNITY INSURANCE

- 56 In compliance with the statutory requirements of the SRA We maintain a professional indemnity insurance policy, full details of which can be supplied on request. We confirm that under the terms of the insurance policy, our liability upon any claim by you is limited to £2 million.
- 57 We comply with the Provision of Service Regulation 2009 by displaying the required details of our Professional Indemnity Insurance in our office and on our website. Our Professional Indemnity Insurers are:-
Travelers Insurance Company Limited
61-63 London Road
Redhill
Surrey
RH1 1NA

SECURITY OF COMMUNICATIONS

- 58 We will aim to communicate with you by the most effective method and you therefore authorise us to communicate with you (and others, in connection with your matter) by email or other electronic methods, including text and instant messaging. However, we cannot be responsible for the security of correspondence and/or documents sent by email or other electronic means and therefore have no liability if, due to circumstances beyond our control, communications are not received, are delayed or corrupted or are subject to

unauthorised access. If you do not wish us to use emails or other electronic communications or if you require enhanced security arrangements (such as encryption of emails) to be put in place in respect of your matter(s), please let us know in writing, but there may be additional costs in respect of these arrangements.

EQUALITY AND DIVERSITY

59 Our Equality and Diversity Policy is intended to exclude all forms of discrimination in our dealings with staff, clients and third parties. Please contact us if you would like a copy of our Equality and Diversity Policy.

CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013

60 If You instruct Us in the capacity of a consumer and the Contract Regulations 2013 apply:

- (a) You have the right to cancel an **off premises** or **distance selling contract** without giving any reason or incurring any liability within the cancellation period, namely 14 days, starting the day after the contract is entered into.
- (b) On cancellation, we will return to you all payments which you may have made prior to cancellation without undue delay and not later than 14 days after the date on which you informed us of your decision to cancel the contract.
- (c) To cancel a contract, you must inform us of your decision by either using the model cancellation form attached or by making any other clear statement setting out the decision to cancel.
- (d) If you require us to do work urgently You can ask Us to commence work before the cancellation period expires, but where there is an off premises contract, you must confirm that request in writing.

FUTURE INSTRUCTIONS

61 Unless otherwise agreed with You in writing, any future instructions from You shall be deemed to be upon these Terms subject to the application of the then prevailing hourly charging rates (details of which will be available upon request).

ACCEPTANCE OF THESE TERMS

- 62 These Terms shall be deemed accepted if:
- (a) You sign these Terms; and/or
 - (b) You continue to instruct Us having received a copy of these Terms and have taken no steps (within 7 days of receipt) to terminate your instructions to Us in connection with your Matter.

I have read, understood and accept the Terms and Conditions of Business set out above.

Signed:.....

Dated:.....2020

GUIDANCE NOTES

Now that You have instructed Us to represent You, We wish to deliver Our service in as friendly and efficient a manner as possible and at the lowest Cost to You.

Whilst We are more than happy to discuss Your Work and its progress with You it must be appreciated that in doing so Costs are incurred by You. We are therefore anxious to ensure that wherever possible You receive the best possible value for money from instructing Us.

Set out below are a few points the observance of which will help You to avoid unnecessary legal costs arising which may not be recoverable by You against any relevant third party.

[1] PERSONAL ATTENDANCES

- 1.1 It is always preferable if You telephone or email the person dealing with your case if You need to speak to Us direct.
- 1.2 Always make a firm appointment rather than calling in 'on the off chance'. It is not always possible to see You immediately in such circumstances.
- 1.3 Prompt attendance at appointments can ensure that sufficient time is allotted to deal with your Matter at that time. This may avoid the necessity of a further appointment.
- 1.4 If You are unable for any reason to keep an appointment please give Us as much notice as possible. This may enable us to allocate the time to another client.
- 1.5 Only make appointments if they are absolutely necessary or when You are requested or invited to make one. If You have any specific queries or concerns then it may be possible to deal adequately with these by telephone, letter or email. Generally, this is a cheaper way of doing things.
- 1.6 Always bring with You to any appointment any documentation or information relevant to your Matter that We may have requested or which you feel may assist your Matter.
- 1.7 If You feel that it is necessary to make an appointment (other than in response to a request to do so) then it would be useful in preparing for that appointment if You were to indicate (possibly at the time of arranging the appointment) the nature of the issues You would wish to discuss. Alternatively, a short note would suffice.

[2] CORRESPONDENCE

- 2.1 Where We write to You requesting a reply please do so promptly. If You cannot supply any documentation or information requested, then please let Us know immediately advising when You may be in a position to comply.
- 2.2 You should keep all letters that We send to You, as this will assist You in understanding your case and the progress being made.
- 2.3 Always ensure that We have your most up to date correspondence address and contact details.

[3] TELEPHONE CALLS AND EMAILS

- 3.1 Always ensure that We have your most up to date home, work and mobile telephone number(s) and (if You have one) email address. If the phone number or email address you give Us is not exclusive to You then let Us know this as We would not wish to disclose confidential information to a third party unintentionally.
- 3.2 If You telephone it may not always be possible to speak to the person dealing with Your Matter. If so, please leave a message with your phone number so that we can call You back with an answer as soon as possible. This may depend on other work commitments.
- 3.3 Your telephone call will be answered by an employee of Ann McCabe solicitors if and when available. If not available, it may be answered by the receptionist of Queens Gardens Business Centre during office hours. Outside office hours, if Ann McCabe or an employee is not available, your call will be answered by Call Handling Solutions based in Stafford who answer calls 24 hours a day, 7 days a week. They will take a brief message and pass it to us. All those who answer your call have agreed to treat information you provide to them confidentially and share it with Ann McCabe Solicitors only.
- 3.4 Kindly note that your affairs are confidential and We are unable to discuss Your Matter or disclose any information about You to any third party (including family and friends) without Your express permission. Please do not ask Us to compromise Your confidentiality by inviting others to contact Us on Your behalf.

[4] OTHER MATTERS

- 4.1 If You decide that you do not wish Us to continue with your Matter then let Us know as soon as possible. If you do not, then You may incur the expense of Work that might have been avoided.
- 4.2 If You become aware of any information which may be relevant to Your Matter then let Us know as it may influence the outcome of Your Matter and, as a result, Our advice to You. This applies to information and/or documents that may be both advantageous and disadvantageous.

Compliance

Ann McCabe solicitors is a sole trader practice which is authorised and regulated by the Solicitors Regulation Authority ref no. 627298

Interest Policy

As part of carrying out your instruction to us, we may need to hold your money in our client account. In holding clients' money, we have an obligation to pay interest on that money at a fair and reasonable rate and are required to put in place an interest policy. This policy sets out the guidelines for when interest will be paid and is summarized below.

We aim to account to you for interest at a reasonable rate of interest. However as the holding of funds is incidental to the carrying out of your legal instructions, the rate is unlikely to be as high as the rate you may be able to obtain when depositing the money we hold on your behalf yourself. In all cases we must ensure that money held on client account is immediately available and so the need for instant access is taken into account when setting the rate of interest payable by us.

We align our interest rates paid on general client account and separate designated deposit account to the Barclays Bank current account or nearest equivalent as appropriate, assuming this will offer a fair and reasonable outcome for the client and the firm. This rate is likely to change from time to time**.

Where amounts are held outside of a general client account or separate designated deposit account, the rate of interest and date that interest is credited will depend on the relevant institution where the funds are held and as such fall outside the requirements of this policy. The relevant interest information can be obtained at your request.

Where your money is held in our general client account, any interest paid to you is paid without any deduction for income tax (unless you are resident overseas – see below). As such it is your responsibility to inform HMRC of interest amounts received from us and the implications of this will depend upon your own financial circumstances.

Under the European Savings Directive Regulations 2003/48/EC, we are required to inform HMRC of payments of interest to relevant payees and residual entities in prescribed territories. If you reside outside the UK and EC, we are required to deduct income tax at the current basic rate and account for this interest to HMRC directly and pay you the net amount.

Interest will be calculated from the time the funds become cleared for interest purposes, on cheques or bankers drafts this will be 3 days after the cheque or draft has been deposited with our bank. For funds received by debit or credit card, interest will start to accrue from the date of the actual receipt, usually 3 days after the transaction has been authorised. For direct transfers or same day payments, the funds become cleared on the day after receipt. Interest will be calculated on a daily basis and calculated on amounts held overnight from the day the funds become cleared for interest purposes.

Interest will not be paid if the amount of interest accrued is not more than £50

Interest will be calculated at the end of the matter and will credit the client ledger at that date. Any accrued interest will be included with any final payment made to you by cheque or bank transfer. We will inform you of any interest credited to your account.

** In the event that we become aware that we may need to hold a sum in excess of £5000 on account for more than 8 weeks, we shall seek your instructions as to any appropriate options for placing your monies in a designated client account so as to earn interest.