

BARRATT GOFF & TOMLINSON LIMITED
TRADING AS BARRATTS SOLICITORS
TERMS OF BUSINESS

These are the standard terms of business and should be read carefully by you in conjunction with the client care letter and any funding agreement provided to you. Your continuing instructions in this matter will amount to your acceptance of these terms of business.

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Regulation:

We are regulated by the Solicitors Regulation Authority. Should you require details of the professional rules applicable to this firm these can be obtained from our office.

The Solicitors Regulation Authority obliges us to inform you that this firm is not authorized by the Financial Services Authority. However we are included on the register maintained by the Financial Services Authority so that we can carry on insurance mediation activity which is broadly the advising on, selling and administration of insurance contracts. This part of our business including arrangements for complaints or redress if something goes wrong is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Services Authority website at www.fsa.gov.uk/register.

The Law Society is a designated professional body for the purpose of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Complaints Service is the independent complaints handling body of the Law Society.

Service Levels:

Our responsibilities to you:

We aim to offer clients an efficient and effective service. We are committed to providing high quality legal advice and client care. We aim to provide the following:

- Regular updates by telephone or in writing to include the legal work required as your claim progresses;
- Updates in respect of costs and disbursements at agreed times;
- Updates by telephone or in writing on the likely timescales for each stage of your claim;
- Whether your claim still justifies the likely costs and the risks associated with your claim.
- Advice regarding any changes in the law that may affect your claim
- Advice of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your claim

Your responsibilities as the client:

In order to conduct your claim successfully it is important that you fulfill your responsibilities and by signing the client agreement you agree to the following:

- You will provide us with clear, timely and accurate instructions;
- You will provide all documentation required to complete the claim in a timely manner;
- You will provide an honest and true account of the details of your claim at all times;

- You will safeguard any documents that are likely to be required to progress your claim;
- You will respond to communications in a timely fashion;
- You will agree to attend medical examinations with experts, as reasonably required and conferences with Counsel when asked to do so;
- To pay interim bills, disbursements and payments on account by the due date (as required);
- You will cooperate fully with the legal process of pursuing a claim.

Throughout your claim we will communicate with you in writing, by email (should you wish) and by telephone. It should be noted that communication via email is not encrypted and is therefore an insecure method of communication. You agree that we will not have any liability to you if a properly addressed email is read by someone else.

There may be occasions when we ask other companies or people to do photocopying, collating or other work on our files to ensure this is done promptly. We will utilise only those companies and people that we consider trustworthy and that will acknowledge the confidentiality required as part of your claim.

Suspension/Termination of Retainer:

You may terminate your instructions to us in writing at any time but we can keep all of your papers and documents whilst there is money owed to us for fees and expenses.

Equally, we have an unfettered power to suspend work (without termination).

We can choose to stop acting for you only if there is good reason, for example if there has been withdrawal of funding, if you have failed to comply with those responsibilities as listed above, have failed to provide payment on account when requested to do so, or if new evidence comes to light which calls into question the account which you have given to us of the accident or your injuries or if there is a change in the prospects of success generally.

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 (and where applicable success fee) as set out in the client care letter and funding documents. Upon termination we have the right to remove the firm from the court record as acting on your behalf and should you wish to transfer your file to another solicitor, we have the right to charge for transfer of the matter.

Complaints Procedure:

If you are unhappy about any aspect of the service you have received or about the bill of costs you may contact the person with conduct of your case, either by telephone, e-mail or in writing. If the complaint is more serious or your initial complaint is not satisfactorily resolved, you can begin a formal complaints procedure.

The complaints officer is Alison Brooks who can be contacted by telephone on 0115 9315171. Details of the complaint should be put in writing to Alison Brooks but if your complaint relates to her, you may contact Ross Brain of this office. The complaints procedure is available on request from our office.

If we have not resolved your complaint satisfactorily, following our First and Second Tier Review processes, you may complain to the Legal Ombudsman or an ADR approved body. Please note that you have 6 months from the date of our final letter to make a complaint to the Legal Ombudsman. Details of the Legal Ombudsman can be found at www.legalombudsman.org.uk. If you wish to contact an ADR approved body and we agree to such a scheme, you can contact Pro Mediate; their e-mail address can be found at www.promediate.org.uk.

Should you wish to complain about the bill of costs you may apply for assessment of the bill under Part III of the Solicitors Act 1974.

General Data Protection Regulation (GDPR):

A separate GDPR agreement is attached.

Storage of Documents:

On conclusion of your case and your documents will be stored in accordance with our office procedures, and guidelines set out by the Solicitors Regulation Authority.

If we are holding any personal papers or documents on your behalf such as Deeds, personal photographs, diaries etc then they will be returned to you. If you cannot be traced then we are entitled to destroy these documents. You must safely retain all original documents, particularly in cases which are continuing, for example, if we are appointed as your Deputy because you are unable to manage your affairs.

The rest of your papers will be scanned and stored electronically, with off-site duplication, on a secure and confidential network.

Files will be maintained for a minimum of 6 years before being deleted (save for money laundering/identification documents which we are required to destroy after 5 years). If the claim involves a child then the file will not be destroyed until 6 years after the child has reached the age of 18 years. Files will be retained for the clients' life time where the client does not have capacity to manage his or her affairs in accordance with the provisions of the Mental Capacity Act 2005. If your claim included an award of provisional damages then we will notify you separately about the timescale for retaining the electronic file as the time limit, set by the Court, will vary from case to case.

Hard copies of any documents in relation to your case will be confidentially shredded after they have been scanned.

Financial Arrangements:

Our client account is with NatWest Bank. Most deposits are covered by the Financial Services Compensation Scheme (FCSC). In the unlikely event of our bank being unable to meet their financial obligations we will not be responsible for any losses but you will be able to claim under the FCSC up to a limit of £85,000 per eligible person. This limit includes any deposits that you may have personally with NatWest or their subsidiaries.

By signing this letter you consent to the disclosure of your details by us to SDGS in the event of any bank failure.

Our policy is not to accept cash from clients. Where you are required to pay our fees and/or disbursements we will advise how best to make these payments. Where we have to pay money to you, it will be paid by cheque or bank transfer (subject to details being provided in accordance with our procedures). It will not be paid in cash or to a third party.

Interest is payable upon sums held on your behalf in our client account. The rate of interest takes into account the fact that we are able to pool money on behalf of clients and that we are required by the SRA to have funds instantly accessible. This means that the amount of interest that we are able to obtain from our bank may not be as high as you could obtain yourself on such funds. As from 1st September 2016 we currently pay interest at the rate of 0% on all balances but that figure is subject to change which will be shown on our website. We do not pay interest where the sum concerned is less than £20. Interest is paid to you gross without deduction and it is your responsibility to declare this.

Where we receive on your behalf a payment on account of costs and/or damages from the Defendant, we reserve the right to deduct from those payments, our fees and expenses/disbursements including reimbursement/payment of any disbursement funding agreement and interest. Where we receive payments on account directly from you for the sole purpose of paying disbursements and/or Counsel's fees we will use those funds to discharge the invoices when received.

House-keeping:

As required by the Solicitors Regulation Authority we confirm we have appropriate Professional Indemnity Insurance in place. Any claim against us regarding professional negligence would be limited to the level of Professional Indemnity Insurance cover provided. Details of our provider and financial limits are available at our office or on our website.

We are VAT registered and our VAT number is 568 1637 12.

Barratt Goff & Tomlinson Limited is accredited by the Association of Personal Injury Lawyers (APIL). This means that we have to meet the highest standards of service to our clients. Every year APIL monitors a sample of accredited firms to ensure its standards are being met.

Monitoring includes the inspection of a small number of client files, as these are the only reliable source of information about the quality of the work undertaken on your behalf. This inspection is carried out by qualified solicitors with extensive experience of personal injury law, who are bound to respect the confidentiality of your file. By agreeing to these terms of engagement, you consent to your file being inspected. However, if you would prefer your file not to be subject to this quality check, please inform us, and we will ensure that it is not included in the sample for inspection.

External audits of our files are also carried out periodically by or on behalf of our accountants, Hacker Young, by the Solicitors Regulation Authority, ATE insurers (where applicable) and the Legal Aid Agency (where applicable). We believe that it is in the best interests of our clients that files are monitored to ensure that the legal work undertaken on your behalf is to the highest quality. By agreeing to these terms you consent to your file being inspected but if you have any objection then please inform us and we will ensure that your file is not included in the sample for inspection.

For all enquiries our contact details are as follows:

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Nottingham NG12 4DG

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