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## **Timothy J Gibbons Solicitor & Gibbons Solicitors Limited**

### **TERMS OF BUSINESS AND INFORMATION FOR CLIENTS**

#### Regulatory Information

Gibbons Solicitors Limited ("the firm") is authorised and regulated by the Solicitors Regulation Authority (SRA) (No. 617854) and its practice is carried on, in succession to the recognised sole practice of Timothy J Gibbons Solicitor, in compliance with the SRA Handbook (the Code). The sole director and shareholder is Timothy Gibbons.

The registered office and practice address is:

3 East Street, Alresford, Hampshire SO24 9EE

Tel 01962 736926

Email; mail@gibbonssolicitors.co.uk

The firm is not authorized under the Financial Services and Markets Act 2000 but is able in certain circumstances to offer a limited range of investment services to clients because the director is a member of the Law Society. Financial services may be provided if they are an incidental part of the professional services provided. The director is registered to provide insurance mediation activities (advising on, selling and administration of insurance contracts).

The director is also an associate of the Chartered Institute of Taxation and a member of the Society of Trust and Estate Practitioners.

#### Fees

The Code requires the firm to give clients the best information possible about the likely cost of a matter at the outset and where appropriate as the matter progresses. In some cases a fixed fee will be agreed at the outset, but most other cases this will be based on an hourly rate which will be advised at the beginning of a matter.

Hourly rates are reviewed every six months with effect from 1st March and 1<sup>st</sup> September, and clients will be advised of any increase which will be applied to their current matters.

Time is recorded in 6 minute units and charged at one tenth of the hourly rate, with untimed telephone calls, letters and emails written treated as one unit. Letters, emails and other written communications received are not subject to a unit charge unless the time spent reading them has been recorded.

VAT is charged on all fees. Hourly rates and estimates of fees are generally quoted exclusive of VAT.

Where possible clients will be given an estimate of the likely cost of a matter at the first meeting or shortly after. Sometimes it is not possible to give a reasoned estimate without doing some preparatory work, and if so the likely cost of the preparatory work will be discussed and agreed at the outset, and a further estimate given once the likely cost can be estimated.

In all cases clients can be given statements of time spent and cost (including disbursements) incurred to date at reasonable intervals or on request. Where it may be necessary to do work which was unforeseen at the time of giving the estimate, the firm will advise the client and give a further estimate.

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Estimates are given as part of the legal services provided, to enable clients to be informed of their obligations and to weigh up the cost against the benefit sought. Unless agreed to be a fixed price quotation, an estimate does not constitute a fixed or guaranteed fee. This means that while the client's obligation to pay for work will not exceed the amount estimated, it may not be possible to meet the client's requirements or to complete his or her instructions without incurring fees in excess of the original estimate.

A final bill will be delivered at the conclusion of a matter, and during the progress of a matter interim bills may be delivered, either as agreed between us or at convenient intervals. All bills are for payment on presentation, and following delivery of a bill payment may be taken from any money held for the client without further authorisation unless that money has been paid for a specific purpose. Interest may be charged on unpaid bills.

Advance payment on account of future costs and disbursements may be required. Non-payment of an interim bill, or a reasonable amount on account of future costs and disbursements, will entitle the firm to suspend work, or if the delay is prolonged, to terminate the contract. In either case written notice will be given to you.

The client is liable for costs in cases where a third party has agreed to pay them, unless the firm has agreed in writing that it will not look to the client for payment in any event.

You have the right to object to any bill. If you do you should follow the procedure outlined under 'Complaints', post. A complaint about fees may also be referred to assessment by the High Court or County Court under Part III Solicitors Act 1974

### Papers, property and data relating to clients

All papers relating to a client's matter, whether provided by the client or prepared by the firm as part of its work (other than its notes or memoranda, and documents which are part of the firm's business records) are the property of the client, who is entitled to possession of them. The firm is entitled to withhold a client's papers until such time as any outstanding costs or disbursements have been paid, although in line with professional guidance it will generally accept another solicitor's undertaking for the payment of costs in order to obtain the release of a former client's papers.

At the conclusion of a matter the firm will if requested within one month after delivery of the final bill hand over the client's papers to him or her or as directed. Before doing so it may have the papers, or some of them, copied or stored electronically (at its expense) for its records. Otherwise, the firm will store completed client matter files either in paper or electronic form for such period as it thinks appropriate having regard to the nature of the matter, and relevant SRA guidance. The firm may make a charge for retrieving copies of documents from electronic records of a completed client matter file.

Where the firm has undertaken to provide secure storage for important documents (including wills and title deeds) they will be stored without limitation of time subject to the terms specifically agreed.

The firm may at any time store data relating to clients and their affairs in computer systems maintained by outside providers and accessible via secure internet links. The firm will require from outside providers levels of service and security appropriate for a professional practice storing confidential data relating to clients, but it shall not be liable for loss or disclosure of data except to the extent that damages may be recoverable from such provider.

The firm will use unencrypted email for communications with or about clients and their affairs, but I will not send detailed personal information by unencrypted email without the client's consent. The use of email by a client in communication with the firm about his or her affairs will generally be taken as constituting consent to the use of email generally for confidential communication with the client regarding that matter, subject to more specific instructions from the client.

## Levels of Service

The firm aims to provide a high standard of professional service in an efficient and timely manner in accordance with the requirements of its clients. So as to minimise, so far as possible, the risk of misunderstanding or dispute, advice on important matters will generally be given in writing; where advice is given orally, the main points will be confirmed in writing, unless the client requests otherwise. Under 'Liability for Negligence and Limitation' post there is a restriction on the firm's liability for advice which has not been confirmed in writing.

In general the firm will return clients phone calls by the end of the next working day, and reply to letters or emails by the end of the second working day after receipt. If a considered reply is not possible within that time, the firm will acknowledge it with an indication of how long it will need to do so.

If the director is absent from the office for more than one working day, the office will be closed to the public. Information about when it will reopen will be available by recorded telephone message, and by automatic acknowledgement of emails received. Clients with current active matters will be given notice of any planned absence of more than three working days, in order that any matters needing timely attention can be identified and arrangements made.

## Client money and interest

When the firm receives money belonging to clients it is required by the Code to be paid without delay into a client account. Normally client money will be paid into the client current account. Interest is earned (at a low rate) on this account and paid to the firm, which will account to clients for interest earned on their money when it is fair and reasonable to do so. In the absence of special agreement the firm will not account for interest of £20 or less.

When I receive a sum of £10,000 or more for a client the firm may ask for special instructions as to how it is to be held; where appropriate a designated client account, or a separate trust or estate account (under which all interest is due to the client) may be opened. Work done in connection with the opening, management and closure of such an account may be charged for.

You may complain about interest on client money. If you wish to, you should follow the procedure outlined under 'Complaints', post.

## Liability for Negligence and Limitation

The firm is required by the Code to maintain professional indemnity insurance to cover the risk of claims made by clients for negligence or breach of contract which has caused them loss or damage. The firm accepts instructions on the basis that its liability (including the liability of its directors and employees) for such claims is limited to the amount of the minimum sum required to be insured by the regulations applicable at the time a claim is made, or the sum actually insured, whichever is the greater.

The firm's current insurance is with Endurance Worldwide Insurance Limited of 7th Floor, 2 Minster Court, Mincing Lane, London, EC3R 7BB and the territorial cover is worldwide.

The firm is not qualified to advise on foreign law or taxation, and gives no advice on such matters.

The firm excludes liability (for itself, its directors and employees) for advice given orally which has not been confirmed in writing unless the client gives the firm notice of his or her

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dissatisfaction with that advice and reasonable particulars of the grounds for such dissatisfaction within twelve months after the advice was given.

### Anti-Money Laundering Requirements

The firm is required to obtain and keep a record of documentary evidence of the identity and address of all clients. This will normally consist of an official identity document (such as a passport or driving licence) carrying a current photograph of the client and a document issued within the past three months from an official source showing the client's current address; if either of these cannot be provided we will advise about acceptable alternatives.

The firm is also required to obtain information about the source and beneficial ownership of money or property to be handled in the course of carrying out its work, even though this may not be part of the work it has been instructed to do.

If the firm knows or suspects that it has been instructed to carry out work relating to criminal property (as defined) it is required to notify the Serious Organised Crime Agency. In such cases the firm is not permitted to inform you and may be required to stop working on your instructions.

### Complaints

Any complaint about the service provided by the firm (including a director or any employee) should be made to Timothy Gibbons in the first instance, in writing or orally. He will acknowledge the complaint in writing by the end of the second working day after receipt and provide a copy of the firm's complaints procedure, and, if he is not then able to provide a full reply to the complaint, he will give an indication of when he will be able to do so. He will endeavour to resolve the complaint to our mutual satisfaction, but, if this is not achieved within eight weeks you may refer the matter to the Legal Ombudsman, quoting registered sole practice no 617854. There are time limits within which this must be done.

Solicitors Regulation Authority (SRA)  
Ipsley Court  
Berrington Close  
Redditch B98 0TD

Tel: 0870 606 2555  
contactcentre@sra.org.uk

Legal Ombudsman  
PO Box 6806  
Wolverhampton  
WV1 9WJ

Tel 0300 555 0333  
enquiries@legalombudsman.org.uk

Chartered Institute of Taxation  
1st Floor, Artillery House,  
11-19 Artillery Row, London  
SW1P 1RT  
Tel: 020 7340 0550 - or \*0844 579 6700  
email:post@tax.org.uk

The Society of Trust and Estate Practitioners  
(STEP)  
Artillery House (South)  
11 - 19 Artillery Row  
London  
SW1P 1RT  
Tel: +44 (0)20 7340 0500