



**Whatley Lane**  
SOLICITORS

## **TERMS & CONDITIONS OF BUSINESS**

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[www.whatleylane.co.uk](http://www.whatleylane.co.uk)

## **Terms and Conditions of Business**

The Law Society is the governing body of Solicitors. Professional Rules laid down by it require that clients of Solicitors be informed of certain terms of business. Accordingly, this formal statement indicates the basis on which this firm carries out professional services on behalf of clients.

### **1. PLACE AND HOURS OF BUSINESS**

Whatley Lane's offices are at 13 High Street, Newmarket, Suffolk CB8 8LX and are open between the hours of 9.00 a.m. and 5.00 p.m. on weekdays and on Saturdays by appointment only. Appointments can be arranged outside those hours and at the residence of a client or other location when essential to the interests of a client.

### **2. RESPONSIBILITY FOR WORK**

- 2.1 You will have been advised who will be responsible for the conduct of your transaction.
- 2.2 The partner of this firm ultimately responsible for work done in this department is Michael Whatley.
- 2.3 We aim to offer all clients a friendly and efficient service. If, however, any difficulty should arise, you should first raise the matter with the person handling your case.
- 2.4 If the difficulty is not resolved the matter should be referred to Michael Whatley.

### **3. PROFESSIONAL INDEMNITY**

In the interests of clients, Whatley Lane maintain professional indemnity insurance through Zurich Specialities London Limited to a total level of £2,000,000.

### **4. FEES**

- 4.1 Unless and until either (a) an alternative fee arrangement has been agreed and confirmed in writing by us; or (b) a client is entitled to have the fees of Whatley Lane paid by the Legal Services Commission, the basis for calculation of our fees is described below and is mainly by reference to the time spent by the partner and staff dealing with the transaction or case; the time charged being all time spent on the client's affairs. This will include attendances upon the client and perhaps others; any time spent travelling; considering, preparing and working on papers and correspondence; making and receiving telephone calls.
- 4.2 Each partner, solicitor and executive's time is charged out at an hourly rate which reflects overhead costs. Routine letters sent out by the firm are charged at 6 minutes per page, telephone calls in 6 minute units and consideration of letters received at 3 minutes per page.
- 4.3 As a rule our charge out rate for solicitors is £180.00 per hour plus VAT and a care and conduct element depending on the complexity of the matter. In complex matters the charge out rate will be £200 per hour plus VAT, in respect of general matters the charge out rate will be as follows:-

Solicitors (including Partners)	£180.00
Legal Executives	£160.00

The charge out rates quoted are reviewed annually and therefore if this matter is not concluded before the end of December in any year when the next review takes place, it may rise. We will let you know the new rates which apply to work done.

- 4.4 Where the instructions of the client require that interviews take place, or other work is carried out, necessarily outside Whatley Lane's normal office hours, or at the residence of the client or other location, Whatley Lane reserve the right to increase the level of the hourly rate.

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- 4.5 In property transactions, in the administration of estates and in transactions involving a substantial financial consideration or benefit to the client, fees may be calculated both by reference to the time spent and also by reference to a value element based on e.g. the value of the property, the size of the estate or the value of the financial benefit. The value element reflects the importance of the transaction and the consequent responsibility falling on the firm.
- 4.6 Disbursements include payments made by Whatley Lane on behalf of the client e.g. for such items as Court fees, Counsel's fees, fees for medical reports, search fees, Land or Probate Registry fees etc. Whatley Lane have no obligation to effect such payments unless funds have been provided by the client for that purpose save that, in the case of Counsel's fees where Whatley Lane are obliged to pay these regardless of whether or not the client has put them in funds, Whatley Lane will not instruct Counsel without payment having been made beforehand. VAT is payable on certain disbursements.
- 4.7 Fees are payable whether or not a case is successfully concluded or a transaction completed. If any case or transaction does not proceed to completion for any reason during the period in which Whatley Lane are instructed, then Whatley Lane shall be entitled to charge for work done on the basis set out above but, in its absolute discretion, the firm may waive part or all of such entitlement to fees.

### 5. ARRANGEMENTS FOR PAYMENT OF FEES

- 5.1 Property transactions An account will normally be rendered following the exchange of contracts and payment is required prior to or upon completion. Where sufficient funds are payable to the client upon completion, amounts due to Whatley Lane shall be deducted from such funds unless otherwise agreed.
- 5.2 Administration of estates It is our usual practice to deliver interim accounts at intervals during the administration. An interim bill will normally be submitted when the Grant has been obtained. If it then transpires that it will take some time to complete the administration, further interim accounts will be rendered periodically and the final account will be presented when the estate accounts are delivered for approval.
- 5.3 Other cases or transactions It is normal practice to ask clients to pay sums of money from time to time on account of the fees and disbursements which are anticipated in the following weeks or months. It is helpful if clients meet such requests with prompt payment to avoid any delay in the progress of their case. In transactions or cases likely to continue for more than one month, interim accounts covering the work already carried out will normally be rendered at least quarterly. This procedure enables clients to budget for costs as the matter progresses. In the event of any account or request for payment on account not being paid, Whatley Lane reserve the right to decline to act further in the case. The full amount of work done up to that date will be the subject of a final account rendered and will be a debt due from the client.
- 5.4 Interest will be charged at 4% over Lloyds Bank plc's base rate from time to time from the date of delivery of an account in cases where payment is not made within 28 days of such delivery.
- 5.5 In cases or transactions continuing for some period of time, many clients find it convenient to arrange regular payments on account by way of bank standing order. Standing orders should be expressed to be in favour of "Whatley Lane Client Account" number 00799098 at Lloyds Bank plc, 28-34 Risbygate Street, Bury St Edmunds, Suffolk IP33 3AH - Sort Code 30-91-49. Clients who wish to make use of this facility should discuss it with the person having the conduct of their file.

### **6. COSTS RECOVERED**

In some litigation cases a successful client may be entitled to the payment of costs by some other party to the proceedings. However, it is rare for the system of cost assessment to result in the other party having to pay the full amount of the costs incurred by the client with their own Solicitor. If the other party is in receipt of Legal Aid, no costs are likely to be recovered. In the event that a client is successful and costs do fall to be paid by the other party, interest can be claimed on those costs against the other party as from the date on which the order for costs was made. To the extent that any of the fees and disbursements of Whatley Lane have been paid on account by the client, Whatley Lane will account to the client for such fees and disbursements but will, in the absence of any agreement with the client regarding interest, otherwise be entitled to retain it. Clients must note that the primary liability for costs incurred with Whatley Lane is that of the client even in a case where it is expected that an order for costs will be obtained against another party. Further, the costs of seeking to enforce any such order for costs against another party have to be met by the client.

### **7. INTEREST PAYMENTS**

7.1 If Whatley Lane holds money on your behalf, subject to the terms of this paragraph, interest will be calculated and paid to you in accordance with the Solicitors Accounts Rules 1991. Subject to certain minimum amounts and periods of time prescribed by the Rules interest will be calculated and paid at the rate from time to time payable on Lloyds Bank plc's Solicitors Reserve deposit accounts less a sum of £20 to take into account the administrative costs of calculation and payment in respect of each amount of interest as and when calculated. The period for which interest will be paid will normally run from the date(s) on which cleared funds are received by us until the date(s) of issue of any cheque(s) in discharge thereof.

7.2 Where clients obtain funds from a lender Whatley Lane will request the lender to arrange that the advance cheque is received by Whatley Lane a minimum of four working days prior to the completion date to ensure that cleared funds are available in time for completion. Clients should note that the lender may charge interest from the date of issue of the cheque.

### **8. FINANCIAL SERVICES**

Whatley Lane is authorised by the Law Society to conduct non-discreet investment business in accordance with the requirements of the Financial Services Act 1986. In the event that commission is received by Whatley Lane from a financial institution, brokers or others and, unless otherwise agreed, Whatley Lane will account to the client for such part of the commission, if any, as may exceed the amount of any fees or disbursements due to Whatley Lane from the client.

### **9. STORAGE OF PAPERS AND DEEDS**

9.1 Following the conclusion of a transaction or case on behalf of a client, Whatley Lane will retain the client's file of papers for such a period as they shall deem appropriate in their absolute discretion. A client who requires such papers (including pre-registration deeds and documents where the title to property has been registered at H M Land Registry) to be kept for any specific period shall give notice in writing to Whatley Lane to that effect and, in the event of such notice being given, Whatley Lane reserve the right to require the client to take personal custody of the papers. This provision does not apply to current deeds, Wills and securities.

9.2 Whatley Lane provide a safe custody service to clients in respect of Wills, deeds and other securities and no charge will be made to the client for such storage unless prior notice in writing is given to the client of a charge to be made from a future date to be specified in that notice.

9.3 Where stored papers, Wills, deeds or securities are retrieved from storage by Whatley Lane in connection with continuing or new instructions to Whatley Lane to act in connection with the client's affairs, normally no charge will be made for such retrieval. However, Whatley Lane reserve the right to make an administration charge based on time spent in retrieval and any perusal, correspondence or other work necessary to comply with the instructions given by or on behalf of a client or former client for whom papers, Wills, deeds or securities are stored.

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### 10. **FUTURE INSTRUCTIONS**

Unless otherwise agreed, and subject to the application of the current hourly rate, these Terms and Conditions of Business shall apply to any future instructions given by you to Whatley Lane.

Your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions of Business.

SIGNED: \_\_\_\_\_

DATED: \_\_\_\_\_