

## **TERMS AND CONDITIONS**

### **General Arrangements**

As your solicitors it is our duty to use our professional skills and expertise to advance your case. We will use our professional judgement to take steps to protect your interests. This means that we will receive letters, e-mails and phone calls which we will be obliged to consider and respond to if it is in your interests.

We will also have to write to and make telephone calls to try and advance your case. We cannot contact you for instructions every time we receive communication or we need to make an enquiry, as this will unnecessarily increase the costs of your case. We assure you that every effort will be made to keep you informed about the main developments in your case and will contact you immediately for your instructions if anything significant or unusual occurs. We will also contact you if we receive information that affects your current views. We will seek your instructions and give you a review on the issues at that point. You should bear in mind that as a case develops the length of time it takes to resolve and the way in which it is progressed, is influenced not just by what we decide to do together but also how others decide to deal with your case.

If there is any new information that might affect your instructions, it is important that you tell us about it as soon as possible. It is useful to receive written confirmation of that information, either by letter or electronic means.

### **Conduct of Proceedings**

We will not institute legal proceedings without first obtaining your express authority, but once legal proceedings have been instituted it is important that you understand that we are entitled to take steps which are usually taken in proceedings of this nature. Apart from our duty to you, we have obligations to the Court as Officers of the Court. It is important that you respond promptly to request for information or instructions as failure to do so could harm your case. It is also important that you abide by any advice given by us or by your barrister.

We shall assume that we have your authority to incur routine expenditure e.g. police and medical records as necessary. We will, however, revert to you as regards incurring any expenditure of an unusual nature such as retaining junior and senior counsel or the services of an expert or specialist.

### **Money Laundering: Government Rules**

We are required by the Money Laundering Regulations 2007 to verify your identity before we can act on your behalf in connection with certain matters.

We will require you to provide us with a copy of your photographic identity document and a utility bill/bank statement.

We may have to ask you questions about the proposed source of the flow of funds for your case and make such further enquiries as may be relevant to the transaction. There also are circumstances under the Money Laundering Regulations 2007 in which we are required to make a confidential report to the National Crime Agency where we know or suspect that a criminal offence has been committed, and we may be prevented from informing you of this under the Money Laundering Regulations 2007.

Because of the provisions in the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 our policy is that we do not accept payments in cash exceeding £300.00.

### **Our Charging Arrangements and Time for Payment**

In litigation matters we normally raise an invoice once the case is completed. If the case is successful the defendant is responsible for your costs. If however the case is unsuccessful you may be responsible for the defendant's costs as well as your own legal costs.

We reserve the right to raise our interim bill at anytime in proceedings. Furthermore, there is sometimes a shortfall in the costs paid to us by the defendant in successful cases. In this situation we charge our litigation clients an adjusting balance.

- In conveyancing, matrimonial, private client and non legally aided matters we will endeavour to quote fees and outlay at the outset and will keep you informed of any changes.
- In criminal Injury applications we charge an agreed percentage of the sum recovered plus disbursements.
- In probate matters we charge a fee governed by the Belfast Solicitors scale. Where matters become more complex and we find there is a lot more work involved than originally envisaged we may have to charge an uplift on our fee. We will keep you fully informed in advance and obtain your authorisation before any additional charges are raised.

### **Legal Aid**

If you are financially eligible for legal aid we will apply for legal aid on your behalf. If you are legally aided and lose the case, the legal aid certificate may cover all your costs, we will advise you of any costs that the Legal Services Commission will not discharge.

In any case where you gain or keep money or property with the help of legal aid in a civil case you may have to repay all or some of your legal costs out of that money or property. In this way legal aid acts as a loan. The money you repay will be put towards what the Legal Services Commission has spent on your case. This is known as the statutory charge.

### **V.A.T.**

Our V.A.T. registration number is 685202926.

### **How We Handle Data and Records**

It may be necessary for us to retain personal data about you on our files and/or computer records. Examples can include financial information, bank details, sensitive personal data and medical records/reports. In accepting these Terms of Business you confirm that we may receive and hold confidential and/or sensitive personal data in relation to you and that, where appropriate, this may need to be disclosed to others, such as counsel/solicitor advocates, experts and other parties. If you have a concern about disclosure of any particular sensitive personal or commercial data please raise this with us at an early stage.

We will communicate with you by the most effective means but we cannot be responsible for the security of correspondence and documents sent by fax, e-mail or other electronic means. If you have concerns about the confidentiality of any information sent by such electronic means, please let us know so we can arrange for secure transmission.

When a matter has been completed we normally retain our correspondence file for a period of up to 6 years after completion. Thereafter the file will be destroyed without reference to you unless, before then, you notify us that you wish to retain some part of the file. Original documents will usually be returned to

you, or the apparent owner.

### **Termination: Ending The Solicitor Client Relationship**

You may terminate our engagement on this matter in writing at any time. You will have to pay all outstanding fees and expenses up to the date of termination. We may retain all documents, deeds and other papers until payment of all monies due to us.

We may at some time consider that we ought to stop acting for you, for example, if you did not respond to any requests for information or did not abide by or accept any advice given.

You will be responsible for all the fees and expenses incurred to the date we cease to act and we may retain all documents, deeds and other papers until payment of all monies due.

On the termination of the retainer we will notify all relevant parties accordingly and if appropriate, apply to the court to come off record on your behalf.

### **Conflict of Interest**

On occasions we may be asked to advise a client in a similar line of business. In accepting these Terms of Business you agree that we will not be precluded from acting on behalf of other clients, whether current or future, who are in a similar line of business to you either during the conduct of this matter or after our retainer has been completed, unless there is a clear conflict of interest arising from the specific work that we do for you.

### **Limitation of Liability**

In no circumstances will we be liable to you for any loss arising out of or in connection with this engagement in contract, tort, by statute or otherwise unless the loss is caused directly as a result of our negligence or default.

In all circumstances the potential total aggregate liability to our firm, whether for breach of contract, tort, including negligence and/or misrepresentation, breach of statutory (or otherwise), arising out of or in connection with our engagement, will be limited to an amount not exceeding £3,000,000.00. The potential total aggregate liability of our firm to you arising out of or in connection with our engagement will in addition be limited to the amount that could be met without recourse to the personal assets of any partner.

We, like all solicitors, have the benefit of Professional Indemnity insurance. That insurance is provided under a block policy organised by the Law Society of Northern Ireland with Marsh Limited, Bedford House, Bedford Street, Belfast. This policy covers all claims brought against the firm arising out of legal work undertaken in Northern Ireland.

We shall not be liable for an indirect consequential loss or for loss arising out of an action necessary for us to take to comply with the Money Laundering Regulations 2007.

Where any loss is suffered by you for which we and any other person are jointly and severally liable, the loss recoverable by you from us shall be limited so as to be in proportion to our relative contribution to the overall fault, taking into account that other party's liability. That other party may include you, for example, in a situation of contributory negligence.

If, as a result of an exclusion or limitation of liability agreed by you with any other person the amount which you are able to recover is reduced, then our liability to you will be reduced by an equivalent amount.

We shall not be liable to any third party for any services of advice that we provide to you nor shall we have any liability to you for any services or advice given by any third party whom we instruct

on your behalf, for example in relation to legal, financial or professional advice.

**\*\*Please note that exclusion of liability clauses are subject to general law, case law interpretation and to restrictions imposed by Article 65(5) of the Solicitors (NI) Order 1976 as amended. You should exercise professional judgement in determining when, and to what extent, the use of such clauses is appropriate in any particular retainer.**

### **Jurisdiction**

These terms of Business are governed by and construed in accordance with laws of Northern Ireland.

### **Concerns and Complaints**

At all times we try to deliver a high quality, client focused service and we are governed by the Solicitors Practice Regulations 1987 as amended. If at any time you are worried about how your case is being processed, please contact the solicitor primarily responsible for dealing with you. If you do not get a satisfactory explanation, then you may invoke our formal complaints procedure which can be found on our website ([www.mc-solicitors.com](http://www.mc-solicitors.com)). In the event that you need to complain, please write to the partner specified in our complaints procedure setting out your concerns and you will receive a reply as soon as practicable. We anticipate that we will be able to resolve your concerns through our internal procedures.

Please note that in addition we are subject to the Solicitors (Client Communication) Practice Regulations 2008 the details of which may be found on [www.lawsoc-ni.org/making-a-complaint/](http://www.lawsoc-ni.org/making-a-complaint/).

### **Who to Contact**

The person specified in the letter that accompanies these terms will be primarily responsible for dealing with your case. From time to time other members of staff may/will deal with some aspects of the work as appropriate. If it is necessary to reallocate your work to another member of staff you will be advised accordingly.

It is important that you keep your contact details up-to-date. Please therefore notify us of changes to telephone numbers, e-mail addresses and postal addresses. Again we think as a precaution, you should follow up any telephone calls about these changes in writing.

If you do not agree to the terms outlined in this letter please contact us in writing within 7 days outlining the areas you do not accept. If we do not hear from you, you will be deemed to have accepted our terms of engagement as set out in this letter.