

1. Regulation and Identification

Veitch Penny LLP is a limited liability partnership, registered in England and Wales with registered number: OC348623. Registered Office: Broadwalk House, Southernhay West, Exeter, Devon, EX1 1TS. We trade under the name of Veitch Penny LLP, Veitch Penny Solicitors and are regulated by the Solicitors Regulation Authority and are bound by their code of conduct, which can be found here: <http://www.sra.org.uk/solicitors/code-of-conduct.page>; SRA registration number: 523544. It is registered for VAT under registration number 142 7289 61.

2. Confidentiality

Where we act for an individual, our instructions must come from you personally, but where we are asked to act for an Estate, partnership or limited company, we will assume we are authorised to deal with any Administrator, Executor, Partner, Director or Company Secretary, or with any grade of officer of that business who regularly deals with its lawyers, unless you tell us differently in writing.

If you want us to discuss your case with anyone else you must authorise us in writing, we will assume your permission to liaise fully with those involved in your case, including insurers, their representatives, medical experts, banks and building societies, estate agents or any other professional party disclosing such information as may be appropriate.

As with all professional firms, there may be circumstances where we are obliged under The Money Laundering & Proceeds of Crime Legislation Act to pass data to the appropriate authorities, in such circumstances we may not be able to inform you if this happens.

We sometimes we outsource photocopying costing or typing to ensure a prompt service but will always seek a confidentiality agreement with our providers. If you do not consent to outsourcing, please tell us as soon as possible.

3. Our Commitment to You

Veitch Penny LLP is committed to the provision of a quality service to clients. The firm has held the prestigious "Lexcel" quality award since October 1998.

As such, our quality policy commits us to seek to provide accurate, reliable and practical legal services at a service level appropriate for each client. What this means for you is:

- We will endeavour to find the best legal solution or course of action in each matter; we pride ourselves on our legal expertise.
- We will do our best to ensure that our advice will be effective in achieving your objectives.
- We will attempt to ensure that your wishes on costs and expenditure are observed and will ensure that you are regularly informed of the costs position.

4. Your Commitment to Us

We ask that you:

- Keep us informed of any developments to do with your case.
- Promptly provide us with any information requested for your case.
- Settle our costs and disbursements as set out below.

5. Legal Costs

The estimated cost of work and way we calculate our fees are set out in the attached letter, which forms part of these terms. Our charges are normally based on the time spent working on your behalf. Our "time" is measured in "units" of 6 minutes each and there are 10 units to an hour. We note and charge for the number of letters written, and the time taken for other aspects, e.g.: file work, meetings, research, telephone calls etc. VAT is then applied at the prevailing rate. We may periodically alter the hourly rate to reflect changes in the court rates or our overheads but we will always notify you in writing and tell you the date from which the proposed increase will become effective.

If a fixed fee has been agreed between us (limited to specified work) it will have been recorded in a separate letter but the above charging regime will still apply to any additional work you authorise us to undertake.

Interim invoices are usually prepared every three months or where a £500 balance has been reached. If we have agreed not to raise interim invoices we will (usually every six months) regularly give you an indication of charges and expenses incurred to date. We will also advise you immediately should a costs estimate or agreed upper limit be reached and of any changed circumstances affecting your potential liability for costs, risk or cost-benefit position.

6. Financial Services

Sometimes our work involves investments. We are able to provide a limited range of advice and arrangements for which we are regulated by the Solicitors Regulation Authority. For more complicated matters, we may refer you to someone who is authorised by the Financial Services Authority, as we are not so authorised.

If you have any problem with the service we have provided for you then please let us know. We will try to resolve any problem quickly and operate an internal complaints handling system to help us resolve the problem amongst ourselves.

If for any reason we are unable to resolve the problem between us, then we are regulated by the Solicitors Regulation Authority and complaints and redress mechanisms are provided through the Solicitors Regulation Authority and the Legal Complaints Service. 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.

7 - Distance selling regulations

For instructions taken (other than from a business) by telephone, fax or e-mail, you have a 14 day cooling off period (which starts the day after we receive your instructions), allowing you to cancel the transaction. If, however, your express instructions are to start work before the end of that cooling off period, and you later cancel within it, then you will be

liable for work, outlays and vat incurred, up to the date we receive your cancellation. In some circumstances this could equal the full contract price.

8. Data Protection Act 2018

Certain information you provide may be regarded as “personal” within the meaning of the above Act. Your particulars are held in our databases in accordance with DPA (& GDPR) principles. From time to time we may use these details to send you information which we think may be of interest regarding our firm or its services. If you would not like us to do this, please let your case handler know so we can mark our records accordingly. We may need to provide information to third parties such as expert witnesses and other professional advisers.

You have rights of access about the personal data that we hold about you. Our Data policy is available upon request. Our Data Protection officer is Andrew Harris (partner) contactable at our Exeter office.

In giving us your email address you agree we may assume you are content that is adequately safeguarded for the transfer to you of confidential information.

We work with “Feefo” to help gather independent feedback from our clients and so inform our quality procedures. They may as our agent process that data to ensure feedback results are accurate and independent.

9. Cash Handling

We do not normally accept more than £250.00 in cash within any 28 day period unless special arrangements have been made, for which there may be an additional charge. If you deposit additional cash direct with our bank we reserve the right to charge for any checks we deem necessary to validate the source of funds. Payments by the firm will normally be made by cheque or 3 day clearance BACS. If a “same day” bank transfer (CHAPS) is required (e.g. for the payment of purchase monies) then a charge will be levied for that service.

10. Receipts of commission

We are not allowed to retain any commissions paid to the firm by anyone else (for example, for work commissioned or introductions made) without your permission. We will seek that permission in each instance if such situations arise and let you know the amount involved.

11. Payments of interest

The firm will pay amounts in lieu of interest on clients’ money calculated on a daily basis based on the balance standing in our client account for the matter subject to a de minimis of £20. Interest will normally be calculated at the end of the matter however where substantial balances are held over long periods of time interest can be paid earlier by agreement. Interest will be calculated at the rate the balance would have accrued if deposited in HSBC as a single deposit in HSBC Client Deposit Account.

A charge of £10 + vat may be made for calculating interest which will be deducted from any interest paid.

12. Unpaid Invoices

We may charge interest on unpaid bills under The Late Payment of Commercial Debts (Interest) Act 1998 if you are a business, or at 8%pa in other cases, from one calendar month after delivery of our bill. Your statutory right to question our invoices within prescribed time limits is unaffected.

13. Termination of instructions

We will not cease to act for you without good cause, in which case we will give you reasonable notice. Circumstances where we may stop acting include: failure to comply with i.d. checks or to provide timely instructions; an interim bill is unpaid for 14 days; your funder withdraws; a conflict of interest has become apparent; we no longer have the expertise or resources to deal with your matter and it is in your best interests; or in CFA funded litigation the prospects of success fall below 50%. You can terminate our instructions (in writing) at any time. We have the right to retain the file until our invoices have been paid.

14. Storage of documents

At the end of the work we will report to you in writing. When our invoices have been paid we will return any original documents entrusted to our care. Duplicated documents may be shredded unless you have previously requested in writing that they be preserved. Our remaining case records will then be preserved (in paper or digital format, at our discretion) for a minimum of 6 years from the date of our closing report, and then disposed of confidentially.

Formal documents such as Deeds and Wills entrusted to us for long term storage will not be destroyed. If we find ourselves without suitable secure storage facilities we may return them to your last known address upon first giving you 1 months written notice of that intention.

We will not charge for storing papers or data, or for the insurance cover we maintain in their respect. We charge a reasonable fee (currently £30) + VAT for their retrieval unless they are withdrawn from safe custody in connection with paid work being carried out by the firm.. We may also charge for postage or copying that arise.

15. Hours of business

Our office and switchboard are open from 9am to 5.15pm Monday-Thursday and 9am to 5.00pm on Fridays. Please ask for the case handler’s secretary if he or she is engaged when you call, alternatively you can leave a message on the voicemail. You will save time and hence fees if you always quote our reference) which appears in the top left hand corner of our correspondence. Out of hours calls and visits may be possible by direct arrangement with the case handler.

16. Communication by email

If you provide your email address we shall assume we have permission to contact you using that medium. Please use our reference when contacting us by e-mail.

Our system rejects emails and attachments with a combined size greater than 20MB. We cannot promise that you will receive a non-delivery notification and accept no responsibility for non-receipt in these circumstances. If in doubt please ask.

Beware emails requiring funds to be transferred electronically. Always check with us to ensure they are genuine and not fraudulent. Please do not send us any funds until the identification procedures (outlined below) have been carried out, or until requested.

17. Funding your legal bill

In appropriate cases we will discuss with you and confirm in writing:

- Whether you may be eligible and should apply for public funding. We do not take on Legal Aid Agency work and your file would be transferred to another firm.
- If the liability for your or costs may be covered by insurance.
- Whether your liability for your or another party's costs may be covered by pre-purchased insurance and, if not, whether it would be advisable for your liability for your or another party's costs to be covered by After The Event insurance (including in every case where a conditional fee or contingency fee arrangement is proposed); and
- Whether your liability for costs (including the costs of another party) may be paid by another person e.g. an employer or trade union.
- Any relevant arrangement we have with a third party, (such as your funder or introducer), that may affect you or our conduct of the matter.

If your matter involves a dispute, even if you are successful you might not recover all of the costs and expenses payable to us for acting on your behalf. If so you will have to pay the shortfall of fees and expenses due, not covered by any contribution awarded by the court.

18. Money Laundering and Identification (Proof of Identity)

The law now requires solicitors, (as well as banks, building societies and other institutions) to obtain proof of identity and address for our clients before we are able to act on their behalf. The Money Laundering Regulations only apply if we are doing certain types of (regulated) work; litigation work and some other work types, which do not involve any financial or real property transactions, are not regulated.

For individuals - Current signed passport or photo-card driving licence (not a provisional licence). To prove your address we will also accept a recent utility bill (less than 3 months old) or a current bank statement showing your address. Other forms of documents may be accepted if you do not have the documents requested, so do ask if you are unsure.

We will copy each **original** document for the file and for our records and will return the original documents to you.

For trusts, companies and partnerships: - Special rules apply and we will let you know what evidence we require. There may be a charge involved for obtaining some information, for example from Companies House.

We would of course advise that documents of a sensitive or valuable nature i.e. passports and utility bills which may be used to verify your identity, are not sent via standard post. If, in any circumstance you are unsure, please do contact us.

19. Quality File Audits

We are proud to be among the first solicitors to have earned the "Lexcel" Quality standard. This and other standards mean that we have outside auditors who visit us on a regular basis to ensure that we are providing a top-quality service to our clients. We require your permission to allow inspection of your file as part of that audit process. If you would prefer that you file not be included in this process, then please indicate as such on the terms and conditions reply slip included with this document. The file will not leave our premises for that purpose unless you have agreed otherwise.

20. Complaints Procedures

Should a problem arise or if you are dissatisfied with the level of our charges please do not hesitate to contact your nominated case handler or if you prefer then please contact our quality manager, Sue Gratton (Mon & Thurs only) at our Exeter office. Her direct dial number is 01392 288389. She will be able to help and if necessary fully investigate your concerns. A copy of our full complaints procedure is available upon request. If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman via their website: <http://www.legalombudsman.org.uk> or via phone: 03005550333, email: enquiries@legalombudsman.org.uk or write to "Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ. You can contact them no later than 12 months from the time you became aware of a problem or 6 months from receiving a final response from ourselves. The "Solicitors Regulation Authority" sets out its own code of conduct at www.sra.org.uk/solicitors/code-of-conduct.

21. Liability This firm's maximum liability arising from any one claim however calculated is limited to a total per claim of three million pounds only..

22. Acceptance of these terms

Please sign and return the enclosed acceptance form to accept our terms of business whether contained in this document or our separate correspondence or both. Your continuing instructions will be taken to indicate your acceptance of our terms and conditions of business. The form also sets out your consent regarding use by is of your Data.

**If you need this document in larger print
please let us know.**