

**NON-CONTENTIOUS BUSINESS AGREEMENT  
FAMILY – 30 MINUTE INITIAL ADVICE**

**Caution**

- **This document is a legally-binding contract between us.**
- **At the end of the document, we invite you to print and sign one copy and return it to us.**
- **If you do not sign and return one copy to us, but you continue to instruct us, then you will be deemed to have**
  - **accepted the terms of this document and**
  - **confirmed that you are not a Politically Exposed Person.**

**Contents**

Introduction  
Fees  
Terms of Business  
Administrative Information  
Complaints  
Insurance Mediation and Financial Services  
Severability  
Agreement

**Introduction**

1. This agreement is a legally binding contract between you **[client's full name and address]** and us, Colemans Solicitors LLP of 21 Marlow Road, Maidenhead, Berkshire SL6 7AA. Before you sign and return it to us, please read it carefully. Please also read our "Getting the Best From Us" leaflet, a copy of which we enclose. This contains other useful information, including information which we are required to give you.

2. This agreement relates to our work for you in connection with initial advice from the Family Department for a period of 30 minutes. If you require further advice this will be at our normal charging rates, details of which will be given by the solicitor who conducts your initial meeting and we will also require you to provide identification and sign a further business agreement letter

3. Most of the work will be carried out by Elizabeth Miles or Karen Newman, who are Solicitors. Work may also be done at our discretion by members of this firm, including unqualified staff acting in a paralegal (as opposed to secretarial) capacity. Any work on this matter not done by Elizabeth Miles or Karen Newman will be done at their direction and under their supervision.

**[This matter will be under the overall supervision of Michael Stone].**

4. We will not be responsible for pressing you to respond to correspondence which we send you, including draft documents which we send for your approval.

Unless we agree in writing to do so, we will not provide tax advice, which you should obtain from your accountant.

## **Fees**

5. We will charge you £41.66 (plus VAT), which will cover the work which would normally be involved in a matter of this type. It will not cover unforeseen extra work.
6. We will add VAT to our charge, at the rate that applies when the work is done. At the date of this agreement, the VAT rate is 20%.
7. You can use a bank card to pay our costs, VAT and disbursements, including payments we ask for on account (but not to pay any tax or duty, a deposit or any other part of a purchase price, or any other payment you have agreed or been ordered to make to anyone other than us).

You can pay by debit card with no additional charge. Credit card payments will be subject to an additional charge of 2% (minimum charge £5) plus VAT.

## **Terms of Business**

8. Our entire liability to you for our acts and omissions, whether in contract, tort (including negligence), or otherwise, is restricted to direct losses and subject to a maximum of £3,000,000, which is the amount of compulsory Professional Indemnity Insurance cover. We cannot limit our liability for death or personal injury caused by our negligence.

By engaging us, you agree that any claim of any sort whatsoever arising out of or in connection with this engagement will be brought only against Colemans Solicitors LLP and that no claims in respect of this engagement will be brought personally against any partner, member or employee involved in the performance of this engagement. Where any claim relates to services provided by any foreign lawyers, you agree that you will only direct such claim against the relevant foreign lawyers, for whom this firm shall have no liability.

9. If an invoice is not paid from money we hold for you, payment is due on or before completion or a transactional matter or within 28 days of us sending you the invoice in other cases.

If you are a private client and do not pay us in full within 28 days, we will charge interest on the unpaid amount of the invoice at the rate of 8% per year, from the date of the invoice to the date of payment.

We will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses.

## **Administrative Information**

10. Colemans Solicitors LLP is a limited liability partnership under the Limited Liability Partnership Act 2000, registered at Companies House under Partnership Number

OC324018. References to a partner in this Agreement mean a member of Colemans Solicitors LLP. A full list of the partners' names may be inspected at 21 Marlow Road, Maidenhead, Berkshire SL6 7AA. Our VAT number is 342 7923 47.

11. As solicitors, we are bound by the Solicitors' Code of Conduct, which can be viewed on the website of the Solicitors Regulation Authority at [www.sra.org.uk/solicitors](http://www.sra.org.uk/solicitors).

12. Our professional indemnity insurance is provided by XL Insurance Company Limited of 70 Gracechurch Street, London EC3V 0XL. The territorial coverage of the policy is worldwide.

13. If you supply an e-mail address or send e-mail to us, we may send e-mail to you and our e-mail may include confidential material. We will not encrypt our e-mail (which means that it could be read by a third party, in the unlikely event that it is intercepted or misdirected), and it may not include our office address, nor a list of our partners.

We take reasonable steps to exclude from our emails and attachments any virus or other factor which might harm a computer or IT system. You undertake to do the same with any electronic communication you send to us. Neither of us shall have any liability to the other in respect of any loss or damage arising from such a virus or defect unless arising from bad faith or wilful deceit.

14. We will add your details to our client database, for our own internal administrative and internal marketing purposes only. Our nominated representative for the purposes of the Data Protection Act 1998 is Michael Cutler.

15. This firm is committed to promoting equality and diversity in all its dealings with clients, third parties and employees, and is required to produce a written equality and diversity policy. Please contact us if you would like a copy of that policy.

## **Complaints**

16. If you feel you are not receiving the service you expected, please tell us – it is important to us to know if you are unhappy with us, for any reason. We will look into any comments promptly and thoroughly and put things right where necessary. We have a procedure in place which details how we handle complaints, a copy of which is available upon request.

You should mention the issue first to the person dealing with your matter. If you are still unhappy after that, or if you do not want to discuss it with that person, you should take it up with the managing partner of this firm, Michael Stone, who will investigate and contact you. If this should become necessary, your comments should be made in writing and we will give you a written reply, confirming any discussion with you and explaining what is being done. You will not, of course, be charged for this.

If you are not satisfied with our handling of your complaint,

- and the problem relates to our provision of investment services, we are regulated by the Solicitors Regulation Authority (0870 606 2555, [www.sra.org.uk](http://www.sra.org.uk)), which also provides a complaints and redress scheme
- and the problem relates to any other aspect of our service, you can ask the Legal Ombudsman (0300 555 0333, [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)) to consider the complaint – normally, you will need to bring a complaint to the Legal Ombudsman

within six months of receiving a final response from us about your complaint and within twelve month of the act or omission complained of. Note that the Legal Ombudsman service cannot be used by businesses or most other organisations, unless they fall within certain size limits.

17. If you are unhappy about our bill, you should also mention that first to the person dealing with your matter. You may also have a right to apply to the court for an assessment of the bill under Part III of the Solicitors Act 1974. The Legal Ombudsman may not consider a complaint about the bill if you have applied to the court for assessment of the bill.

### **Insurance Mediation and Financial Services**

18. This firm is not authorised 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](http://www.fsa.gov.uk/register).

We select products from a limited number of insurers but we are not contractually obliged to conduct business in this way.

19. If, during this transaction, you need advice on investments, we may have to refer you to someone who is authorised by the Financial Services Authority, as we are not. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services, where these are closely linked to the legal work we are doing for you.

20. 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 to resolve the problem between 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 Ombudsman.

21. The Law Society of England and Wales is a designated professional body for the purposes 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 arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers.

### **Severability**

22. If any provision in this agreement or in the accompanying "Getting the Best From Us" leaflet becomes invalid, illegal or unenforceable then it shall, to the extent required, be severed and shall be ineffective and the validity of the remaining provisions shall not be affected in any way.

**Agreement**

23. Those parts of this agreement dealing with charging and payment form a non-contentious business agreement (NCBA) under Section 57 of the Solicitors Act 1974. If you sign it, you will have the right to have our invoice reviewed by a court if you claim that the NCBA as a whole is unfair or unreasonable.

If you disagree with the invoice but do not object to the NCBA as a whole, you may ask a court to assess the reasonableness of the time spent, but not the hourly rates.

24. We will begin work when you tell us that you accept our terms by signing and returning to us the attached duplicate of this agreement and by letting us have £50 on account of expected payments. We will then make the payments as they become due.

**This is an important document. Please keep it in a safe place for future reference.**

.....  
for Colemans Solicitors LLP

.....  
Date

I accept the terms of this agreement.  
I am not a Politically Exposed Person

.....  
[name]

.....  
Date

.....  
[name]

.....  
Date

## Getting the Best from Us

### A Guide for Our Clients

Colemans Solicitors LLP

21 Marlow Road · Maidenhead  
Berkshire · SL6 7AA  
telephone · 01628 631051  
fax · 01628 622106  
e-mail · [family@colemans.co.uk](mailto:family@colemans.co.uk)  
web site · [www.colemans.co.uk](http://www.colemans.co.uk)

A good working relationship will help us to help you, and this leaflet tells you:

- the name of the person looking after your matter;
- when the office is open;
- the service we provide;
- how you can help us provide the best service;
- what to do if you are unhappy about the way your matter is being handled.

\* \* \*

Your instructions are being dealt with by who is a Solicitor. If it is not possible for you to speak to her, her Secretary Sue Edwards, may be able to help you and will be able to take a message for you.

Our offices are open from 9.00am to 5.30pm Monday to Thursday and 9.00am to 5.00pm Friday, and we are at lunch between 1.00pm and 2.00pm each day, although our reception is manned through the lunch hour for deliveries and telephone messages.

We aim to reply to all correspondence within two working days.

\* \* \*

#### WHAT WE WILL DO

**At the outset** we will confirm in writing to you:

- the instructions you have given to us;
- the advice we have given to you;
- what action we will be taking;
- what action you need to take;
- how long the matter is likely to take;
- the best information we can give as to the likely cost.

**During the matter** we will:

- keep you informed of progress;
- advise you of and explain any delays;
- explain the effect of any important documents;
- tell you if our costs forecast needs revising;
- explain any changes in staff;
- if you so wish, send you copies of all letters (although this may increase the amount of our fees).

### **At the end of the matter:**

- we will write confirming the conclusion reached;
- we will account to you for all money due to you;
- you can ask for any papers to which you are entitled, subject to any right we have to retain them if our account has not been settled;
- we will keep your file of papers (except for any which you ask us to return to you) for no more than six years after sending you our final bill and on the understanding that we have your authority to destroy the file at that point;
- we will not destroy documents you ask us to keep in safe custody for you;
- your details will be added to our client database, for our own internal administration and marketing purposes.

We will be pleased to give you information about costs at any time.

We will decide to stop acting for you only with good reason and on giving reasonable notice.

\* \* \*

### **HOW YOU CAN HELP US:**

- give us clear instructions;
- tell us if there are any time limits which are important to you;
- make sure we understand each other correctly and ask us if you are not sure about anything;
- deal promptly with any important questions which arise;
- ask for a progress report if you are worried about anything and do not hear from us when you expect to;
- help us plan our working day, by making appointments to see us and avoiding unnecessary calls;
- remember that unnecessary calls and letters add to the cost.

You can terminate your instructions to us (for example, you may decide you cannot give us clear or proper instructions on how to proceed, or you may lose confidence in our work) at any time, by writing to us.

\* \* \*

### **WHAT TO DO IF YOU ARE DISSATISFIED WITH OUR SERVICE**

If you feel you are not receiving the service you expected, please tell us – it is important to us to know if you are unhappy with us, for any reason. We will look into any comments promptly and thoroughly and put things right where necessary.

You should mention it first to the person looking after your matter.

If you are still unhappy after that, or if you do not want to discuss it with that person, you should take it up with the managing partner of this firm, Mike Stone, who will investigate and contact you. If this should become necessary, your comments should be made in writing and we will give you a written reply, confirming any discussion with you and explaining what is being done. You will not, of course, be charged for this.

If you are still dissatisfied and the problem relates to our provision of investment services, we are regulated by the Solicitors Regulation Authority (0870 602 2555), which also provides a complaints and redress scheme. If the problem relates to any other matter, you can get help from the Legal Ombudsman 0300 555 0333 or from their website [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

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