



Birmingham Office: 756 Warwick Road  
Birmingham B11 2HG 0121 6902020  
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## TERMS & CONDITIONS

Kamila Rahman LLB (Hons) Principal  
Famida Ahmed LLB (Hons) Partner

### FOR OUR CLIENTS:

#### **RESPONSIBILITY FOR YOUR MATTER**

The person responsible for your matter will be outlined in your Client Care Letter, if you have not received this please let us know so we can send you a copy.

We try to avoid changing solicitors who are handling your case, if however this cannot be avoided, we will notify you promptly in writing as to who will be handling your matter (and why the change was necessary).

Fee earning members of our firm are:

**Ms. Kamila Rahman** – Senior Partner, Solicitor (Hourly Charging rate £225.00 plus VAT ph)  
**Ms Famida Ahmed** – Partner, Solicitor (Hourly Charging rate £225.00 plus VAT ph)  
**Ms. Tahira Khan** – Solicitor (Hourly Charging rate £190.00 plus VAT ph)  
**Ms Monwara Begum** – Trainee Solicitor (Hourly Charging rate £150.00 plus VAT ph)  
**Mr Robert Shaw** – Probate Consultant (Hourly Charging rate £150.00 plus VAT ph)  
**Mr Carlos Zapata** – Immigration Consultant (Hourly Charging rate £150.00 plus VAT ph)

The Administrative Members are:

**Mr Mujibur Rahman** – Accounts Administrator

**Ms Zahrah Amin** – Senior Paralegal

**Ms Siren Dong** – Paralegal

**Ms Sarah Ganiwalla** – Paralegal

**Mr Ryan Rahman** – Legal Assistant/IT Helpdesk

**Mr Waes Uddin** – Legal Assistant

**Ms Sadiah Naureen** – Receptionist

**Ms Heba Shazly** – Receptionist

**Hourly fees** per fee earner are listed above.

**Fixed fees** are contained in our online costs calculator. Please refer back to the website and following the 'Get Quotation' option.

## **QUALITY OF SERVICE**

To better serve our clients we operate a service standard throughout the office. These standards include the following:

- (i) Clients will be given appointments without any undue delay.
- (ii) Letters to clients must be written in plain English.
- (iii) Telephone calls from clients will be returned during the course of the day or at the earliest opportunity.
- (iv) Correspondence of any sort will be generally dealt with within 5 working days. If this cannot be dealt with within this time, an acknowledgement will be sent.
- (v) Clients should receive copies of all substantive correspondence.
- (vi) Clients will be advised at the outset of the terms of engagement, including the relevant fees or fee structures.
- (vii) Clients will be advised on a regular basis, but at least six monthly of their bill of costs.
- (viii) Clients will also be notified of any major developments and/or change of person dealing with their matter.

The above standards are implemented by all members of staff to ensure an efficient service and high level of client care. Please do not hesitate to contact me if you feel that we are not adhering to these standards. In return we request you to respond to our request promptly and pay our fees and disbursements without delay.

## **WHAT WE EXPECT OF YOU**

In order to perform the work within the times quoted and within the amounts estimated, we do assume that we will have your complete co-operation throughout the transaction. This includes ensuring the information that you provide to us is wholly accurate to enable us to do complete your matter properly and inform us of any information which comes to your attention and which affects this matter. You will provide all documentation required to complete the transaction in a timely manner.

We will try to obtain telephone numbers and points of contact and we expect that you will return our calls as soon as you are able to do so. If we do not receive a return telephone call say within 24 hours we will then make further efforts to communicate which could increase our costs. Similarly if we communicate in writing we would expect a response either by telephone or in writing within 48 hours.

## **QUALITY STANDARDS**

The firm is CQS accredited. As a result of this we may be subject to periodic checks by outside assessors. This could mean that your file is selected for checking, in which case we would need your consent for inspection to occur. All inspections are, of course, conducted in confidence. If you prefer to withhold consent, work on your file will not be affected in any way. Since very few of our clients do object to this I propose to assume that we do have your consent unless you notify us to the contrary. We will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters which we conduct on your behalf. Please contact me if I can explain this further or if you would like me to mark your file as not to be inspected. If you would prefer to withhold consent please put a line through this section in the Terms and Conditions of Business for return to me.

## **CHARGES AND EXPENSES**

These will be contained in your Client Care Letter setting out the fees and disbursements in your matter. Please note that we will not be able to carry out any work until we receive the monies on account.

If for any reason a fee has not been fixed in your matter then our charges are based on the time we spend dealing with a case according to your Fee Earner (Please see page 1). Time spent on your file will include meetings with you and perhaps others; any time spent travelling; considering, preparing and working on papers; correspondence, and making and receiving telephone calls.

In addition to the time spent, we may take into account a number of factors which include the complexity of the issue, the speed at which action must be taken, the expertise or specialist knowledge that the case required and, if appropriate, the value of the property or subject matter involved. On the basis of the information currently available, we expect these factors to be adequately covered by the hourly rates set out above. The rates may be higher if, for example, the matter becomes more complex than expected; we will notify you of this.

If you have any query about the level of any revised rates notified to you, please contact me straightaway.

Our rates are reviewed in April of each year, although any instructions taken prior to any change will not be affected.

## **Abortive Transactions**

Unfortunately, in some cases you may decide not to proceed with your matter for whatever reason. We may have carried out a considerable amount of work and other costs may have incurred by the firm on your behalf. You will be asked to pay an abortive fee of £100.00 + VAT and any disbursements which may have been incurred if the case is aborted after the file has been open. Further, you will be responsible for a percentage of the fees as highlighted in your client care letter.

## **Making payments to us.**

Please make all BACS payments to "**CAMBRIDGE SOLICITORS LLP**", **Barclays Bank Plc Account Number 70991252, Sort Code 20-07-74 (Quoting your file reference number found at the top of your client letter).**

We do not accept cash payments of more than £1000.00 at any one time. All cash payments must be made before 2pm to enable banking that day. In total no more than £2000.00 cash will be

accepted on any one case. Do not pay any third party or any third party bank account other than our account details as above.

Please ensure that you have been given a signed receipt, should you not receive a receipt within seven days please inform us for a duplicate receipt to be issued to you.

### **Cheques**

We do not accept cheque payments.

### **Third Party Funding**

The primary liability for paying our costs rests with you, the client. There may be occasions where this firm agrees to accept payment of your costs from a third party because of your financial circumstances, i.e. a relative. However, such a funding agreement will only be entered into at the discretion of this firm. In such circumstances a written and signed guarantee from the third party that they will pay our costs will be required, notwithstanding your primary liability.

I have also discussed with you the fact that you may be ordered to pay your opponent's costs. Therefore, if the matter is being funded by a third party (with our agreement), a written and signed guarantee from the third party that they will pay any costs. Orders made in favour of your opponent will also be required, notwithstanding your primary liability for the costs.

### **Land Transaction Tax Return (Conveyancing Cases Only)**

The Law requires notification of most land transactions. We therefore must submit an SDLT1 Form. This form must be submitted within 14 days of effective date of the transaction. If the form is submitted late the purchaser will be liable to a flat- rate penalty of £100.00 if submitted within three months after the effective date of transaction and £200.00 in any other case.

### **Interest Payment**

Any money received on your behalf will be held in our Client Account. Our bank is held with Barclays, who have informed us since December 2016 they no longer pay interest into client accounts unless the figure exceeds £999,999.99 in any one matter. Should we hold a figure above the amount for you we will account to you for any interest payable.

### **Solicitors Financial Service (Code of Conduct) Rules 2001 - Insurance Mediation – Prescribed wording**

This firm is not authorised by the Financial Conduct Authority. However we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of Insurance contracts. The Law Society regulates this part of our Business including arrangements for complaints or redress if something goes wrong.

### **Safety of Money on Deposit**

We hold money on deposit with Barclays Bank. Under the deposit protection scheme your funds will be protected up to £85,000 but any funds you hold in your own name with Barclays Bank will be aggregated to the funds that we hold on your behalf in calculating this total. We shall not be liable for any losses incurred by you as a result of the company's bank or banks becoming insolvent and not able to repay its full deposits.

## **LIABILITY**

We acknowledge that we will be liable to you for losses, damages, costs and expenses including interest (“losses”) caused by our negligence or the negligence of a Partner or employees, subject to the following provisions.

- (i) We shall have no other liability of any nature, whether in contract, tort, or otherwise, for any losses whatsoever and howsoever caused, arising from or in any way connected with the matter.
- (ii) We shall not be liable if such losses are due to the provision of false, misleading or incomplete information or documentation or if and to the extent such losses are due to any act or omission of any person other than us.
- (iii) Unless otherwise agreed between us in writing, our aggregate liability, whether to you or any third party, for any losses incurred by you as a result of or in connection with any breach of contract, breach of fiduciary duty or tort (including negligence) on the part of Cambridge Solicitors Partners or employees shall not exceed £3 million which is the minimum level of cover required by the Solicitors’ Indemnity Insurance Rules for a policy of qualifying insurance.

The above exclusions and limitations will not operate to exclude or limit any liability which cannot lawfully be limited or excluded. In particular they do not limit liability for fraud, nor for causing death or personal injury by negligence, nor for negligence in contentious business, insofar as the Solicitors Act 1974 s 60(5) precludes the exclusion of such liability.

## **STORAGE OF PAPERS AND DOCUMENTS**

After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. We will scan your file of papers into our LEAP Case Management system and return the original documents to you. We will keep our electronic file for a minimum of six years. We keep the file on the understanding that we have authority to destroy six years after the date of the final bill we send you for this matter. We do not hold client's documents for safe to deposit.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent producing stored papers or documents to you or another at your request. We may also charge for reading, correspondence at your request. We may also charge for reading, correspondence or other work necessary to comply with the instructions given by you or on your behalf.

## **DATA PROTECTION**

We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- updating and enhancing client records
- analysis to help us manage our practice
- statutory returns
- legal and regulatory compliance

Our use of that information is subject to your instructions, the Data Protection Legislation and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as experts and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you.

We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information please notify our office in writing.

Please see the GDPR section of our website.

## **TERMINATION**

You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses.

In some circumstances, you may consider we ought to stop acting for you, for example, if you cannot give clear or proper instructions on how to proceed, or if it is clear that you have lost confidence in how we are carrying out your work.

We may decide to stop acting for you only with good reason, for example, if you do not pay an interim bill or comply with our request for payment on account. We must give you reasonable notice that we will stop acting for you.

If you or we decide that we will no longer act for you, you will pay our charges on an hourly basis and expenses as set out earlier.

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, for some non-business instructions, you may have the right to withdraw, without charge, within fourteen working days of the date on which we were asked to act. However, if a client asks us to start work within that period, you loses that right to withdraw. Acceptance of these terms and conditions of business will amount to such consent. If it is sought to withdraw instructions, notice should be given by telephone, e-mail or letter to the person named in these terms of business as being responsible for your work. The regulations require us to inform clients if the work involved is likely to take more than 30 days.

## **SRA HANDBOOK**

As a firm of Solicitors we have to provide information about the standards and requirements that we have to comply with, as found in the handbook from our regulator, the SRA. This is available to view at <http://www.sra.org.uk/handbook/>

## **INDEMNITY INSURANCE**

Our firm is covered by professional indemnity insurance in line with Law Society requirements. Full details of our current cover can be inspected at our office by prior arrangement.

## **EQUALITY AND DIVERSITY**

Our Equality and Diversity Policy is intended to exclude all forms of discrimination in our dealings with staff, clients and third parties. Please contact us if you would like a copy of our Equality and Diversity Policy.

## **COMMUNICATION BETWEEN YOU AND US - PROBLEMS**

If there should come a time when you are dissatisfied in any way, and if you feel that you have exhausted your opportunity to discuss this matter, you should refer the matter to Mrs Kamila Rahman who is the Client Care partner of this firm. Mrs Rahman will then be happy to try and resolve the matter between you and the fee earner concerned, in the hope that we can deal with those matters as quickly and effectively as possible. If you are not satisfied with the response, you may also contact Ms Famida Ahmed who is also a Partner in this firm.

Contact details for complaints:

[kamila@cambridgesolicitorsllp.com](mailto:kamila@cambridgesolicitorsllp.com)

[famida@cambridgesolicitorsllp.com](mailto:famida@cambridgesolicitorsllp.com)

We ask that all complaints are made in writing and emailed to us above. Please email us your complaint and how you would like this resolved. We will respond to you within 8 weeks of your complaint.

Naturally, we hope that it would never be necessary for you to make any sort of complaint, and we do hope that if you have any queries, you will take them up with the fee earner concerned. However, we must stress that we are obliged to make this clear to you at the outset of our relationship by our professional rules, as are all Solicitors.

A copy of our complaints procedure is available on request. This can include a complaint about the firm's bill. You may also have the right to object to our bill by applying to the court for an assessment under Part III of the Solicitors Act 1974.

If you have a complaint about our service and you are not satisfied with our handling of your complaint, you can ask the Legal Ombudsman of PO Box 6806 Wolverhampton WV1 9WJ to consider the complaint. Telephone 0300 555 0333. Email [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk). Website [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk). Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within six years of the act or omission about which you are complaining occurring (or if outside of this period, within three years of when you should reasonably have been aware of it).

If you believe your solicitor has breached the Law Society's Code of Conduct see [SRA | Code of Conduct for Solicitors, RELs and RFLs | Solicitors Regulation Authority](#), you may make a complain on the SRA's website. You can use this link [SRA | Reporting an individual or firm | Solicitors Regulation Authority](#).

## **THE PROCEEDS OF CRIME ACT 2002 AND THE MONEY LAUNDERING REGULATIONS 2017**

Under new legislation, in certain situations solicitors and accountants, along with various other entities engaged in provision of many types of services with a financial aspect, are now required to submit a report to the authorities where they know (or merely have reasonable grounds to suspect) that a client or a client's adversary has or may receive property, funds or some other benefit which represents the proceeds of crime. This applies to all types of criminal activity (including, notably, tax evasion and VAT fraud). Failure to report is a criminal offence.

It is also an offence for a solicitor in certain situation to "tip off" a client by disclosing to that client the fact that a report has been or will be made. This is to safeguard against the danger of impending and investigation by the authorities. In some circumstances, a solicitor will be required to refrain from taking any further steps in connection with a transaction until the authority has given consent to the particular transaction proceeding (which could unexpectedly disrupt or delay a transaction).

As part of this legislation, solicitors must also now check and keep records verifying the identity of all persons instructing them. Accordingly, we may ask to see original documentation (e.g. a passport or driving licence) verifying your identity, and utility bills showing your name and address, at the outset of the matter. Where the client is a corporate body, we may need to requisition a company search.

We will also need to establish source of all deposit monies and you may be asked to provide further explanations or and evidence.

### **PROTECTING YOUR PERSONAL INFORMATION**

As you may know, from 25 May 2018, the new EU General Data Protection Regulation (GDPR) came into effect. In light of this new legislation, we wanted to take this opportunity to inform you of some changes we have made to our Privacy Notice, which sets out how we utilise and protect your personal data, and your rights in relation to this. Please click on the click or visit our website to view and read the Privacy Notice at <https://www.cambridgesolicitorsllp.com/ourterms>.

### **CONCLUSION**

We hope that this explanation of our terms of practice is of help to you. Please forgive our writing to you at such length but we believe that it is much better from everyone's point of view that these matters should be clear at the start rather than at the end of a case. Please do not hesitate to contact me immediately if you have any queries.