

# STRAIN AND COMPANY

## Terms of Acting

**These are our general terms of acting and form our contract with you. Please read them carefully. Your continuing instructions will amount to your acceptance of these terms of business.**

All firms of solicitors are required to tell every client: the name of the person who will be handling their matter, what to do if they are unhappy with the service given by that person or any other member of staff, the best available information on the cost of the work to be done

Please read this note in conjunction with our covering letter and ask any questions as soon as possible.

We are the holders of a LAA Exclusive Contract, awarded to us by the Legal Aid Agency and as such, we are well used to handling Legal Aid work. Where LAA funding may be available, we will assist in completing the forms and submitting the application. We will also advise on the potential implications of having LAA funding.

For matters where LAA funding is not available the basis of our charges is either fixed fee, for example, for a property transaction or the preparation of a will, or an hourly rate where we keep accurate time sheets describing the time spent on your case. In certain other cases, we may agree with you to charge a conditional or contingency fee. Such arrangements are not permissible, for example, for family, matrimonial or criminal cases.

We mention fees at the outset as it is in the best interest of both the client and the firm to have a clear understanding of the cost of our services in advance so there will be no misunderstanding later. The Staff Details section tells you our hourly charge-out rates and these have been calculated by reference to a national framework of categories of fee earners and rates allowed for civil cases.

**Michael Strain and Carys Parry** are the partners in the firm, they will deal with your matters unless we notify you otherwise. Other members of staff will carry out certain delegated functions under Mr Strain or Mrs Parry's supervision. Please refer to the Staff Details below for particulars of Mr Strain's and Mrs. Parry's areas of expertise and charging rates.

### ◆ **CLS funding, Insurance, and Responsibility for costs**

If you think you may be entitled to LAA funding, please ask. If you are granted a LAA funding certificate, you may still have to pay something; if we recover or preserve anything for you, you should expect to pay our bill out of it. If you have legal expenses insurance (**check the terms of your household or motor insurance or even your credit card**) tell us immediately. Unless you have CLS funding, you are always personally responsible to us for payment of our fees and disbursements. No occasion when somebody else becomes responsible changes this, and such arrangements will usually cover only a part of your costs.

It is important that you understand your responsibilities for the other side's legal costs and your own if you are pursuing or defending a claim i.e. bringing or defending civil county or high court proceedings. The person pursuing a claim is responsible for his own legal costs and should recover a high proportion of them from the other party at the conclusion of the case but only if he is successful and always at the court's discretion. An important exception to this rule is where an opponent has the benefit of CLS funding and is rarely liable for the costs of the successful party if he loses the case. **If you lose your case you will be responsible not only for your own costs but also for a proportion of the other side's legal costs.** As stated previously, you are always personally responsible to us for payment of our fees and disbursements.

There are insurers who will provide after the event insurance cover to underwrite a claim after the claim has arisen. These policies will underwrite the risk of being required to pay your opponents costs and may also cover your own solicitor's costs. The cover is usually subject to the payment

of a premium at the commencement of your claim and the insurers being satisfied that you have reasonable prospects of success. Generally speaking you are required to purchase blocks of insurance cover dependant upon the likely cost of both sides' legal costs. If you are unsuccessful with your claim, the money that you will have paid in respect of the initial cost of the insurance will generally not be recoverable. If you require more information, please feel free to discuss this with us.

#### ◆ **Basis of Charging and Time Recording**

We record and charge for **all** the time we spend on your matter. This includes all letters in and out, all telephone calls made and received, time drafting documents, travelling, waiting, advocacy, researching into law, preparing accounts and so on. We do charge for work on matters that become abortive. We may charge less for your first interview, but later work is charged for strictly. The time can build up quickly, and may not be seen directly by you. You may have a copy of our time sheet at any time. We record time in six-minute units (1/10<sup>th</sup> of an hour). Routine letters that we write and routine telephone calls that we make and receive will be charged as units of 1/10<sup>th</sup> of an hour. Routine letters received will be charged as units of 1/20<sup>th</sup> of an hour. Other letters and calls will be charged on a time basis. The time taken is usually a major factor, but we will also allow for other factors as described in the Solicitors Remuneration (Non-Contentious Business) Order 1994 such as the complexity of the issues, the speed at which action must be taken, the expertise or specialist knowledge that the case requires and, if appropriate, the value of the property or the subject matter involved. The rates may be higher (but only with your agreement) if, for example, the matter becomes more complex than expected. Charge-out rates and estimates do not include VAT or disbursements unless otherwise stated. We may charge for missed appointments.

#### ◆ **Costs Limits and Budgets**

You may ask us to fix a limit on our fees. Any time estimate, or budget, is not a quotation, and is subject to variation.

#### ◆ **Complaints**

We will try hard to deal with your matter as you would wish, but if you are at any time unhappy about our service, please tell us immediately so that we can try to remedy the situation. A full note on our complaint procedure is available on request.

#### ◆ **Money on Account**

We will usually ask for money on account of our fees, and or disbursements. If you wish to pay by instalments, please ask for details. We may refuse to take any step without sufficient cleared funds to take that step.

#### ◆ **Accounts**

All accounts are payable on delivery. We may deliver, and you may request, interim accounts at any time (usually quarterly). Requests for payment on account, or for payment of interim bills, must be met within the time stated. If a request is not so met, we may immediately suspend or discontinue acting and deliver a final account.

#### ◆ **Interest**

We pay interest on client funds in accordance with Law Society rules. Interest payments are gross, and you must declare them on your tax return. You must pay us interest on our accounts at 8% per annum after one month. If we recover the costs of an action, and you have not paid our costs, then we will retain any interest on those costs.

#### ◆ **Confidentiality**

We will keep your affairs confidential, unless you give authority otherwise and where required by law.

#### ◆ **Papers**

We are entitled to keep your file until our account is paid. Unless you make another arrangement with us, your file, including all papers that belong to you, may be destroyed after six years after the matter ends. We will not ask you first. We do not normally charge for storage of deeds or wills, but reserve the right to do so.

◆ **Limitation of Liability**

Our liability to you is limited to two million pounds sterling (£2,000,000.00). We can lift this limitation in some circumstances but only by prior arrangement.

◆ **Our Staff**

This section introduces the staff at **Strain and Company**. It tells you who deals with what, and how you might come across them. We show charge-out rates for all fee earning staff, but work is charged for only when it is done in a fee-earning capacity. The time taken is important, but only one of the elements we take into account when preparing our account. If we act under one of the CLS schemes, then our rates are governed by the applicable scheme. Until CLS funding is granted, and if your CLS funding ends in any way, these standard rates and charging methods apply.

**Michael Strain** is a solicitor and partner in the firm and was admitted in 1992. He is responsible for all criminal law work and handles personal injury work. In many instances, LAA funding is available for criminal law matters. Depending on the circumstances "No Win, No Fee"\* arrangements may be available for personal injury work. (\*Subject to payment of an insurance premium). Charge out rate (to be agreed)

**Carys Parry** is a solicitor and partner in the Firm and was admitted in 1997. She deals with criminal law and matrimonial matters. Her charge-out rate is (to be agreed)

**Rhys Tudur**; Assistant solicitor; Criminal Law

**Elen Hughes**; Consultant :Wills, Probate, Power of Attorney, Family Law ,Litigation

**Jeff Guile** is one of our caseworkers

**Dafydd Jones** is one of our caseworkers

**Iola Roberts and Sian Hicks** are responsible for the firm's clerical and secretarial services.

❖ **Strain and Company – Practice Information**

◆ **Financial Planning**

If you receive a significant legacy, damages, settlement or an award or have surplus capital following the sale of a property or need investment or inheritance tax planning advice we can arrange a referral for you to obtain advice from a leading firm of independent financial advisers (IFA's) regulated by the Financial Services Authority. We can arrange a meeting at our offices free of charge and without commitment. We share in any commission earned by IFA's from clients we refer to them and in some circumstances that commission can be used to offset part of your legal costs (subject to agreement).

#### ◆ **Office Location**

Our offices is located in Penlan Street, Pwllheli and are open Monday to Friday from 9.00 a.m. to 5.00 p.m. We prefer to see clients by appointment and it will not always be possible to see you if you arrive at our offices without an appointment. If you have special needs and require, for example, an appointment out of hours or at your home please tell us and we will do our utmost to accommodate you.

#### ◆ **Practice Areas**

We cover a wide range of practice areas and have specialists in each department.

**Property** – disputes and litigation.

**Litigation** – all types of contentious work either commercial (affecting the affairs of business) or general civil litigation before the County and High courts and tribunals. Arbitration and alternative dispute resolution.

**Criminal Law** – we are a franchised CLS (legal aid) firm covering all aspects of the criminal law in the Magistrate's and Crown courts. Advice at police stations as own or duty solicitor.

**Family** – Family Lawyers accredited.

**Personal Injury** – all types of accident claims: trip and slip, accidents at work, road traffic accidents; funding available by conditional fee agreements.

**Commercial Law** – the supply and distribution of goods and services, agency, contracts, joint ventures, company formation, buy-outs

**Licensing** – liquor, public entertainment, betting gaming and bingo.

#### ◆ **Mission Statement**

To achieve an understanding of our clients needs or problems and to provide a service and/or find solutions that will make an impact. To be efficient and effective service providers and problem solvers.

**Strain and Company**  
Cyfreithwyr/Solicitors  
14A Penlan Street

Pwllheli  
Gwynedd  
LL53 5DH

Tel: 01758 455 500

E-mail: office@strainandco.co.uk  
www.strainandco.co.uk

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**Terms of Acting  
&  
Practice Information**

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**Client** :

**File Ref** :

**Fee Earner** :

Strain and Company have been instructed by the Client to render advice, assistance and representation to the Client in accordance with these Terms of Engagement.

**I agree to these Terms & Conditions**

**Signed** \_\_\_\_\_ **Dated** \_\_\_\_\_