

CONTENTIOUS MATTERS

We are required by our professional body, The Solicitors Regulation Authority, to provide you with certain information about the way in which we shall deal with your affairs and how our fees are calculated. In addition to the information that we are required to provide, it is our policy to give you as much information as we can about the likely time scale and cost of the matter with which we are dealing.

Our Fees

The calculation of fees for contentious work, that is any case which involves, or may involve, going to Court, is regulated by the Courts. The fees are related to the amount of work carried out, by charging an hourly rate for work done on your case.

Routine letters and e-mails written and telephone calls (made or received) are charged at one tenth of the hourly rate; long experience shows that this is the average time that it takes to deal with such routine communications. Our current hourly rates are set out below.

We recognise that going to law is expensive and we have a duty to conduct your case as cost effectively as possible. We will keep you informed of progress being made with your case at the key stages, by letters, faxes, telephone calls or e-mails, if you prefer.

Charging Rates

Our current charging rates are as follows:

Andrew Blundy (Grade A Senior Solicitor)	£235.00 per hour
Amir Hamzavi (Grade A Senior Solicitor)	£235.00 per hour
David Ginns (Conveyancing Executive)	£180.00 per hour
Dessislava Dragneva (Trainee Solicitor)	£124.00 per hour

These rates are reviewed from time to time. If there is any change you will be informed.

Interim Payments and Disbursements

In addition to our fees and VAT, you will be responsible for paying disbursements, such as Court fees and counsel's fees, incurred during the conduct of your case.

It is our practice to submit regular interim fee accounts. The frequency of such accounts will depend upon the amount of work being carried out. This enables you to be aware of the costs that are being incurred as the case progresses and saves you being presented with a large fee account at the conclusion of the case.

We will usually require payment of money in advance on account of fees and disbursements. Where payment is required in advance, we need cleared funds in our

bank account to enable us to make payments out on your behalf. In the case of personal cheques you should assume that it will take five working days for funds to clear in our bank account, and it is therefore prudent to ensure that we have a cheque at least a week in advance of the date when your funds will be required.

Payment of Accounts

Fee accounts are payable upon receipt. Payment by direct bank transfer is preferred.

If you are in breach of any of our terms of payment (including in relation to payments on account and interim fee accounts), then we reserve the right to cease acting for you. In some circumstances, in particular, where our fees have not been paid, we may exercise a lien over your files. This means that we may retain any papers until all outstanding fees have been paid.

Interest on late payment

Any Fee Account is payable upon receipt. If not paid within 30 days, interest is payable from the date of the Fee Account until the date of actual payment (whether before or after a County Judgment) at the rate of 8 per cent.

Independent Assessment of Fees

If you are not happy with the amount of our fees (or, indeed, any aspect of our service) we hope that the matter could be resolved by means of our Complaints Procedure, a copy of which is available on request.

You may also have the right to object to the amount of the fees by making a complaint to the Legal Complaints Service Legal Complaints Service at Victoria Court 8 Dorner Place Leamington Spa Warwickshire CV32 5AE.

However, if you are still not satisfied with the amount of the fees you are entitled, within one month of delivery of any bill, to have the bill assessed by an officer of the Court, who will decide what sum is reasonable. The procedure is set out in Part III of the Solicitors Act 1974.

Our Staff

We recognise that, by its nature, the work that we do can involve urgent and stressful situations arising. Whilst we do our best to respond to such situations promptly, there will be occasions when you will be unable to communicate with us immediately. In such a situation, our staff are entitled to be treated politely and without abuse.

If you are rude or abusive to our staff, we therefore reserve the right to cease acting for you immediately.

Liability for costs

In any case in which you are either bringing Court proceedings or have Court proceedings taken against you, the Court is entitled to make an Order that one or other of the parties to the proceeding should pay all or part of the costs of the other.

Generally, although not always, the unsuccessful party in the case will be ordered to pay the costs of the successful party. The amount of any costs ordered to be paid is subject to the assessment procedure set out above.

Please also note that having an order for payment of costs does not necessarily mean that the unsuccessful party will actually pay the costs: they may, for example, become insolvent or simply disappear. If the other party's costs are publicly funded (commonly referred to as legal aid) the amount which they will have to pay towards costs is restricted to what they can afford.

As our client, you remain primarily responsible for payment of our fees, even if you win the case and obtain an order for payment by another party to the case.

If you lose the case, then it is likely that you will be ordered to pay your opponent's costs. In this case you will effectively be responsible for two sets of legal costs. The high costs of litigation coupled with its uncertainty are good reasons why it is always sensible to consider carefully any proposals by the other party to settle the case, and to explore alternative ways of resolving the dispute, such as mediation. We will be discussing your options with you at various stages of your case.

Funding our fees from elsewhere

It may be possible that our fees could be paid by a third party. Examples are:

- Legal expenses insurance cover: this is sometimes included as part of a household insurance policy and is often included as part of a motor insurance policy. Check your policy and seek our further advice.
- A business association or trade union: funding is often available by trade unions and often for initial advice from a trade association. Always make enquiries of the body concerned, and ask us to approach them, if appropriate.
- Legal Help and Community Funding: what used to be called Legal Aid. The scope of legal aid, both as to the cases which are covered and the financial eligibility of the applicant, has been greatly restricted in recent years, but if you are on a modest income you may be eligible to have your legal fees paid by the Legal Services Commission. We no longer operate this scheme, but we can put you in touch with law firms that do.

We are always willing to discuss flexible ways of funding going to law.

Complaints Procedure

If you are dissatisfied with our service at any time, please first contact the person who is dealing with your case. You should receive a response within 7 days. If you are not satisfied with that response, you should put your complaint in writing to the Principal, Amir Hamzavi, who will review your complaint and report to you within 3 weeks of receiving your complaint. You may complain to Legal Complaints Service, Victoria Court 8 Dormer Place Leamington Spa Warwickshire CV32 5AE if you are not satisfied with the outcome of your complaint.

Storage of Papers

After your case has been completed we will store your file of papers for at least six years. Whilst this service is free, we do make a charge for retrieving old papers from storage, which may take up to 10 working days.