



ELM Solicitors
Specialists in family law

Terms and Conditions

1 Introduction

- 1.1 The legal services that ELM Solicitors provides are regulated and authorised by the Solicitors Regulation Authority. Our registration number with the Solicitors Regulation Authority is 515165. These terms and conditions are set out to comply with certain standards recommended by the Solicitors Regulation Authority and the Law Society. Their other purpose is to indicate to clients as clearly as possible the standard of service that they can expect from us, the amounts that we will charge for the work that we do and our methods of charging.
- 1.2 These terms and conditions do not affect statutory and common law rules that govern solicitors' business. However, if there is a conflict between the terms and conditions and such rules, the terms and conditions will prevail so far as it is possible for them to do so.
- 1.3 When the words 'we' and 'us' are used in these terms and conditions, they mean ELM Solicitors.
- 1.4 These terms and conditions, any letter that we may send you confirming your instructions to us and any document referred to in that letter, together represent the terms and conditions of business on which we contract with you. That is what we sometimes refer to as a retainer. If you instruct us to proceed with any services on your behalf, you agree to be bound by these terms and conditions, and any other documents related to the retainer, whether or not they are signed by you.

2 Service standards

- The following points indicate our general policy as to how we will provide legal services in relation to the matter for which you have instructed us. They are not contractual commitments but are standards which we shall aim to achieve.
- 2.1 *Use of plain English:* Our aim is to use plain, straightforward and non-technical language in our written and verbal communications. If documents and communications from other persons or organisations are not expressed in this type of language, we will clearly explain the meaning as far as it is reasonably possible to do so.
- 2.2 *Keeping you informed of what is happening:* We will let you know what is happening with your matter on a regular basis, usually monthly or more frequently where appropriate.

- 2.3 *Explaining what we are doing for you:* We will let you know what legal and other work we are carrying out for you as your matter advances. We may do this in writing, by telephone or by email, and directly or via a third party, subject to your agreement.
- 2.4 *Costs information:* We will let you know what your matter is costing you, usually on a monthly or more frequent basis, where appropriate. If we are charging on a fixed fee basis, we will inform you as soon as it becomes apparent that the work we need to do is outside the scope of work to be carried out as stated in the letter which accompanies these terms and conditions. If we have provided an estimate as to the amount of work involved, we will inform you as soon as it becomes apparent that the work we need to do is outside the scope of work to be carried out as stated in the letter which accompanies these terms and conditions or the amount of time required to perform the work exceeds what we estimated and, where possible, the reasons for this.
- 2.5 *Timescales:* We will provide you with information about how long each stage of the work that we are carrying out on your behalf is likely to take. We will also let you know whether there are or likely to be any significant changes to timings that we have given.
- 2.6 *Informing you about the risks and benefits of your matter:* We will let you know whether the results that you are seeking or the goals that you wish to achieve are worth pursuing set against the amount that you will need to spend on legal fees (including our fees), other costs and any risks that you might face. We will keep you informed where there is a significant change in circumstances.
- 2.7 *Ways of funding your matter:* From time to time we will examine whether there are sources of funds to pay for the legal costs (and other costs) that must be paid to deal with your matter.

3 **Responsibility for work carried out on your behalf**

- 3.1 The person(s) who will carry out all or the majority of the work on your matter is or are shown on the letter that accompanies these terms and conditions.
- 3.2 In certain circumstances, it may be appropriate for some work to be carried out by other members of staff, such as paralegal, secretarial or support staff. This allows us to provide a more efficient service to you and also to charge you the appropriate amount for the work done. All work by such staff is performed under the supervision of a solicitor. A partner has overall supervision of the matter.

4 **Charges and expenses**

4.1 **How we charge**

We charge for the work we do in a number of ways:

- 4.1.1 you pay us a fixed amount;
- 4.1.2 we provide an estimate of the likely amount of our fees;
- 4.1.3 our fees are based on the amount of time we spend in dealing with your matter.

Our method of charging in your case is specified in the letter which accompanies these terms and conditions. If no such method is specified, or you instruct us to carry out work outside the scope of

any applicable letter or estimate, then we will charge based on the amount of time we spend in dealing with your matter in accordance with rates quoted from time to time or as specified within these terms and conditions if no such rates are quoted.

4.2 Fixed fee arrangements.

4.2.1 Where we agree to charge you a fixed fee, you must usually pay that fee regardless of whether your matter proceeds as expected or envisaged, or whether you achieve the result or objective that you wish. For example, if you are asking us to help you buy a property but the proposed transaction does not complete (because the other side in the transaction does not sign the contract or you fail to obtain the funds to purchase the property), you must still pay us the fixed fee.

4.2.2 If we agree to work for a fixed fee, we make a number of assumptions or we specify the work that we will or will not do. Where the assumptions are no longer met or we need to do work outside the scope of that specified, it will be necessary to charge you more. We will then agree with you to charge either a further fixed fee or on a time basis (as described in paragraph 4.4 below); otherwise, the retainer will be terminated.

The assumptions that we make or the work that we specify we will do are set out in the letter which accompanies these terms and conditions (or in another document which is referred to in the letter).

4.3 Estimated cost arrangements

4.3.1 Where we provide an estimate for our fees, the estimate is normally based on our view of the amount of work that is necessary to deal with a matter. We will make certain assumptions for this purpose. For example, if you are asking us to help you buy a property and you have a seller and a source of funds, we would then estimate the amount of work involved based on these factors to deal with the purchase of the property through to completion. If the seller refused to sign the contract or the source of funds was no longer available, more work than originally planned would probably be necessary to deal with a new seller or source of funds. This would make the amount of work required to conclude the matter exceed our estimate. The covering letter which accompanies these terms and conditions will set out the relevant assumptions where we are charging an estimated amount.

4.3.2 If the assumptions change or the estimated amount that we are charging is no longer realistic, we will inform you straightaway and discuss what the next steps will be. We will then agree with you to charge either a further fixed fee or on a time basis (as described in paragraph 4.4 below); otherwise, the retainer will be terminated.

4.4 Fees based on the amount of time we spend in dealing with your matter

4.4.1 Where it has been agreed that we will charge you based on the time that we spend in dealing with your matter, or where there has been no agreement as to fees but you instruct us to carry out work on your behalf, you will pay our fees at our current hourly rates. These are:

Principal/Partner	£240 - £300
Paralegal/Assistant Solicitor	£150 - £200

4.4.2 Routine letters or emails that we write and routine telephone calls that we make and receive are charged as units of 1/10th of an hour i.e. in six-minute units rounded up to the nearest unit. Routine letters or emails that we receive are charged at 1/20th of an hour i.e. in three-minute units rounded up to the nearest unit. Other letters, emails and telephone calls are charged depending on the length of time that they take, rounded up to the nearest six-minute unit.

4.4.3 On 1st January each year, we review our hourly rates. We will let you know the new rates.

4.4.4 In addition to the time that we spend, we take into account various other factors including the complexity of the issues involved in the matter, the speed at which action must be taken, the expertise or specialist knowledge that the matter requires and, if appropriate, the value of the property or subject matter involved. Our rates may be adjusted upwards if, for example, the matter becomes more complex than expected or must be carried out in an emergency or out of hours. In these circumstances, the increased rate will not exceed 25% above the usual hourly rate. We will always inform you as soon as practicable of such an increase, where possible prior to it taking effect.

4.4.5 If you require more information or have a concern about our rates after an annual review, please do not hesitate to contact us.

4.5 **WE DO NOT CHARGE VAT**

4.6 **Disbursements**

You must also pay for the expenses that we incur on your behalf (commonly called 'disbursements'). These include photocopying charges, courier costs, travel expenses, overseas telephone calls, facsimile charges and the costs of using the services of other professionals and persons (such as surveyors, accountants, advocates and other agents). Also payable may be fees to central and local government, regulatory and other bodies (such as court fees, search fees, company searches and so on), charges to transfer funds by electronic or other means and banker's drafts. VAT is normally payable on these items.

4.7 **Additional work**

If we need to carry out some unforeseen additional work, we will let you know about this (normally before we carry it out where possible) and provide you with an estimate of the cost. This situation can arise because of unexpected difficulties, a change in your requirements or a change in circumstances during the course of the matter (such as an unexpected action or inaction by the other party or parties involved in the matter).

4.8 **Matter not concluded / outcome not met**

If your matter is not concluded, we will still charge for the time that we have spent and the disbursements and expenses that we have incurred on your behalf. You must still pay our charges and expenses. We do not guarantee any particular outcome and our fees are payable whether or not any particular outcome has been met unless the contrary is expressly agreed and set out in writing to you. If we are working on an outcome focused basis, we may agree an alternative fee arrangement with you such as a contingency or conditional fee arrangement. These terms and conditions will apply to any such agreement, save in respect of the any special arrangement as to when our fees might not be payable.

4.9 **Money on account**

We will usually ask you to pay certain sums in advance of us carrying out work and incurring expenses on your behalf. From time to time, we will ask for further sums in advance during the course of the matter. We will offset such payments made in advance against the invoices that we send you from time to time and the final invoice. However, you should be aware that the total charges and expenses are likely to exceed the advance payments that you have made to us. Any request for money on account of a specified amount shall not be construed as an agreement to undertake work limited to that amount.

4.10 **Cheque clearance**

We reserve the right to clear any cheques or other forms of payment that you provide to us before carrying out work on any aspect of your matter. If this is carried out at your request or by necessity to progress your matter or protect your interests, you agree to pay any charges associated with this.

4.11 **How we deal with payments**

4.11.1 You can pay us by cheque or by making an electronic payment. Our policy is not to accept any payment from you (or from a third party) in cash except that we are prepared to accept payments in cash from you up to a limit of £500.

4.11.2 If you make any cash payment directly or indirectly into our bank account to avoid the policy stated in paragraph 4.11.1, we may have to carry out investigations to determine the source of the funds. If this is the case, we may decide to charge you for carrying out the investigations and you agree to pay such charges.

4.11.3 If we need to make any payments to you, we will only do so by writing a cheque in your name or sending the money directly to a bank or building society in your name. We will not make payments to third parties or in cash (whether to you or a third party).

5 **Financial benefits arising while acting for you**

- 5.1 If we receive any financial benefit arising from the matter for which you are instructing us, our normal policy is to pay that financial benefit to you except as stated in paragraph 5.3 and to tell you how we became entitled to receive such a financial benefit. For example, we may receive a commission payment or a referral payment where a third party provides a service to you following a recommendation from us.
- 5.2 We will normally pay any financial benefit to you within 14 days of us receiving it or we will offset the amount that we receive against any amounts that you owe to us subject to your wishes and to when we receive the financial benefit. For example, if we receive the financial benefit after we have concluded providing services to you or the matter is completed but you still have not paid all that you owe to us, we may decide to offset the financial benefit against what you owe us rather than give you the option of paying the financial benefit to you.
- 5.3 If the amount of financial benefit that we obtain in total from all sources is less than £25 we will not pay it to you.

6 Referrals and fee sharing

- 6.1 We sometimes obtain some of our work from third parties. In these circumstances, third parties will refer a client to us in return for us paying them a referral fee or sharing some of our fees with them.
- 6.2 We will only accept such referrals where our professional judgement and independence are not prejudiced, and where your interests as a client are not affected in any way.
- 6.3 If we have entered into an arrangement with a third party who has referred or introduced you to us in return for us paying them a referral fee or sharing our fees with them, we will let you know about this. Where this is the case, we will confirm the arrangement in the letter which accompanies these terms and conditions.

7 Invoices

- 7.1 We will send you invoices for our charges and expenses on a regular basis during the course of the matter (usually every month). This will enable you to budget your costs. All invoices sent to you are statute bills unless otherwise stated.
- 7.2 You should pay our invoices within 30 days of receipt. We will charge you interest at 8% per year as from 30 days of the date of the invoice. Interest is charged on a daily basis.
- 7.3 If you have any queries about any invoice that you receive, please contact us immediately.

8 Your rights with regard to our invoices

- 8.1 If you do not agree with the amount of any of our invoices, you have the right to apply to the High Court. The court will assess the amount charged in an invoice. This process is subject to certain limitations. For further details of your right, please consult the Solicitors Act 1974 Sections 70 to 72.

8.2 If you use the procedure under the Solicitors Act 1974 and any part of an invoice remains unpaid, we have the right to charge interest on it (on the basis set out in paragraph 7.2 above).

8.3 You have the right to complain about the amount of any of our invoices under our complaints procedure. Please see paragraph 17 below.

9 **The charges and expenses of another party**

9.1 You are responsible for paying our charges and the expenses incurred on your behalf in all circumstances. We will discuss with you whether and when another party or person may be legally required to pay them.

9.2 If you succeed in court proceedings or through a form of settlement another party or person:

9.2.1 may not be required to pay our charges and expenses instead of you; or

9.2.2 may be required to pay only a part of such charges and expenses.

9.3 Although another party may be required to pay all or part of our charges or expenses incurred they may refuse to pay or not have the funds to pay.

9.4 If another party is legally aided or has community legal funding it is unlikely that party will be required to pay our charges and expenses incurred even if you succeed in a case against them.

9.5 In all these circumstances you will be responsible for paying any or all of our charges and expenses incurred which are not, in fact, paid by another party or person.

9.6 If a court requires another party or person to pay all or some of our charges and expenses incurred, interest on these can also be claimed in addition from the date of the court order. We will account to you for such interest to the extent that you have paid our charges or expenses on account and the total interest recovered exceeds £25. But we are entitled to the rest of that interest e.g. where it is £25 or below, or that part which relates to unpaid fees.

9.7 You will be responsible to pay the charges and expenses of trying to recover any charges and expenses that the court orders the other party or person to pay.

9.8 A court may also require you to pay the legal charges and expenses incurred by another party, usually when you are not successful in legal action against them or they are successful in legal action against you. Such payments would be in addition to our charges and expenses incurred.

9.9 We will discuss with you whether it is possible that our charges and expenses incurred and any liability to pay another party's charges and expenses incurred can be covered by insurance. Also we will discuss with you whether you should have insurance, or can obtain it, to meet any liability to pay another party's charges and expenses incurred.

9.10 You should immediately check whether you have insurance policies which provide cover for some or all of your legal costs concerning this matter. If you do, then you should immediately notify the insurer(s) about this matter. If you delay in informing them then they may refuse to accept the claim and this would mean you would be responsible to pay all the charges and expenses incurred. You should also inform us as soon as possible. You remain responsible for our fees under these terms

and conditions irrespective of the existence of insurance covering those fees, but we will credit any payments received on your behalf.

10 **Electronic mail (and other forms of electronic communication)**

Electronic mail and other forms of electronic communication (such as texting and voicemail) enable us to communicate more quickly with our clients (and also enable clients to correspond with us more quickly). However, not every client finds one or more of these methods of communication acceptable. Some have concerns about who might see the contents of such communications and not every client has systems in place to ensure that only the addressee of a form of electronic communication will see it. The letter which accompanies these terms and conditions allows you to indicate whether you agree to letting us communicate with you by email or other forms of electronic communication. We shall assume that you do agree unless you state to the contrary. We operate an environmentally friendly office policy and avoid paper documents or correspondence where possible.

11 **Data protection**

11.1 You must supply us with information about yourself before we can provide you with legal services. Although the information is used primarily for the provision of legal services, it may also be used when we carry out tasks to support the legal services (such as administration, invoicing and keeping client records etc). While we are performing the legal services, we can also collect or retrieve information about you from third parties.

11.2 How we use this information depends on three factors:

11.2.1 the instructions that you give us;

11.2.2 the requirements of the Data Protection Act 2018, or its predecessor the Data Protection Act 1998 if applicable, or the General Data Protection Regulation if applicable; and

11.2.3 the duty of confidentiality that we owe to you.

11.3 In particular circumstances, we may disclose the information that you have provided or that we have collected or received about you to other persons and organisations. For example, this information may be disclosed to:

11.3.1 other suppliers of professional services, such as other lawyers, accountants and expert witnesses. For example, if we are helping you to negotiate a contract with a third party, a lawyer may be representing that party and we will need to disclose information about you to them during discussions about the contract;

11.3.2 suppliers of administration, financial/banking and technical services. For example, some of the typing, document preparation and photocopying necessary to deal with your matter may be handled by a contractor that we use and not by our own staff;

- 11.3.3 the courts and governmental and regulatory authorities (as regards regulatory authorities, please see paragraph 23 below). For example, if we are applying for a permit or a licence on your behalf, we must disclose relevant information about you to the organisation that is granting permission or issuing the licence; and
- 11.3.4 organisations that regulate the legal profession.
- 11.4 You have the right to access any personal data that we hold about you. Further details about how to do this can be found on the Information Commissioner's Office website at www.ico.gov.uk.
- 11.5 On occasions, we would like to send you information that is not connected with the matter for which you instructed us. If you would prefer us not to contact you with such information, please let us know by email or in writing.

12 **Proof of identity**

- 12.1 We are required by law to obtain satisfactory evidence of your identity (which can include people who are related to you). This is because criminals who want to launder money may use solicitors who handle and deal with money and property on behalf of clients.
- 12.2 To comply with our duties, we must have the evidence of your identity as soon as possible. If the letter accompanying these terms and conditions does not state that you have provided satisfactory evidence of your identity, please could you complete our 'Client Information Form'. Also please supply the original or certified copies of the documents listed in the Form.
- 12.3 In most cases, identification evidence will consist of the following two documents:
 - 12.3.1 your current valid passport; and
 - 12.3.2 a document (such as a utility bill or a bank statement) that shows your name and your current residential address and is dated no more than three months before the date on which we ask for the evidence of your identity.
- If you are a company or other type of organisation, each individual who will deal with us on your behalf (such as a director, a manager or an employee) must also complete our Form and provide evidence of their identity.
- 12.4 If you cannot supply the documents listed in paragraph 12.3 above, please contact us to discuss alternative ways that you can be identified.
- 12.5 In some cases, we may need to carry out checks or make searches with third parties to identify you properly. If we do so, we will make a charge of £50. This will be listed under the expenses section of your bill.
- 12.6 Where you cannot provide satisfactory evidence of your identity, we may not be able to:
 - 12.6.1 act for you; and/or
 - 12.6.2 receive any money from you; and/or
 - 12.6.3 pay any money to you or to a third party on your behalf.

13 **Confidentiality, money laundering, proceeds of crime and so on**

13.1 As solicitors, we have both a professional and a legal obligation to keep your affairs confidential. These obligations include not disclosing the information that you provide to us (except in the circumstances listed in paragraph 11 above and in this paragraph) or details about the legal services that we are providing to you.

13.2 These obligations of confidentiality are not absolute. In certain circumstances, we may have a duty under the law to make a disclosure to the Serious Organised Crime Agency. This duty to make a disclosure will be triggered when we suspect or know that a transaction may involve money laundering or terrorist financing.

13.3 If we do make a disclosure to the National Crime Agency in connection with your matter, this is likely to mean that:

13.3.1 we cannot tell you that a disclosure has been made;

13.3.2 we must stop working on your matter for a period of time; and

13.3.3 we cannot tell you why we have stopped working on your matter.

13.4 If you and another person jointly instruct us on a matter, you agree that there will be no confidentiality between you and the other joint client and that information you disclose to us can be shared with the other joint client. We can also share information that you provide in relation to a matter with a third party (such as an accountant or estate agent and so on) who is helping with the matter, unless you instruct otherwise. You also permit us to disclose information about matters on which you instruct us to our insurers, auditors and the regulatory bodies governing the work of solicitors. We will only do so in confidence.

13.5 If a conflict of interest occurs (for example, where your interests conflict with those of another joint client on the same matter or another client), we may have to stop acting for you. A conflict of interest can arise for a number of reasons. For example:

13.5.1 if you do not wish to allow us to disclose information that you have provided to another joint client (such as where you are buying property with a mortgage and do not wish us to disclose certain information to the lender who is a joint client with you);

13.5.2 if you provide information to us which we must disclose to another client (in order to act in their best interests as well as yours) but you do not wish us to do so, or the other client provides information which we must disclose (in order to act in your best interest) but they do not wish us to do so; or

13.5.3 if another situation develops where it would be a breach of professional rules for us to act for both you and another client.

14 **Insurance and liability**

14.1 You acknowledge and agree that if you wish to make a claim relating to or in connection with the services provided by us, the claim can only be brought against Spires Legal Limited and not against the individual members, officers or employees. We believe that this is reasonable as it corresponds

- to modern business practice and Spires Legal Limited has in place indemnity insurance equal to or in excess of the minimum cover required by the Solicitors Regulation Authority.
- 14.2 'claim' means any claim whether arising out of this agreement or otherwise, and whether such a claim is made in contract, tort, on the ground of breach of trust or on any other basis.
- 14.3 Where a person is called a 'partner', the purpose is to indicate that person's status. It is not to be assumed that the person is holding himself out as a partner for the purposes of partnership law.
- 14.4 Our maximum liability for loss or damage, breach of contract, breach of trust, negligence or otherwise (with the exception of fraud) is £3 million, or the limit of the applicable professional indemnity insurance policy in place for the relevant period if lower, for any one transaction/matter or series of connected transactions/matters, unless a higher amount is stated in the letter that accompanies these terms and conditions.
- 14.5 We will not be liable for any loss, damage, costs or expenses of an indirect or consequential, special or exemplary nature, including without limitation any economic loss or other loss of turnover, profits, opportunities, business or goodwill.
- 14.6 We limit our liability as far as the law permits. We cannot limit our liability where, because of our negligence, we cause death or personal injury to occur.
- 14.6 We have professional indemnity insurance. The indemnity insurer is Zurich Insurance Plc of The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ. The territorial coverage of the insurance is worldwide.
- 14.9 Please ask us if you wish for an explanation of the terms and conditions in this Paragraph 14.

15 **Storage of papers and documents**

- 15.1 We are entitled to keep all the papers and documents generated by us or received from you or other persons (including original documents) if some or any sums that you owe us have not been paid at the end of our work on the matter or after the termination of the retainer. This is known as a lien.
- 15.2 We normally keep papers for no more than six years (except for those that you ask us to return to you). We will usually keep papers in electronic format only. We keep the papers (whether in hard copy or electronic form at our discretion) on the understanding that at the end of six years after the date of the final invoice we sent to you, we have your express authority to destroy the papers. However, we will not destroy any papers that you have expressly asked us to deposit in safe custody or return to you.
- 15.3 We do not usually charge for retrieving papers or documents held in storage where you are providing continuing or new instructions. However, we may charge (based on the time that we spend in retrieving stored papers or documents) for producing them to you or to another person at your request.

16 **Termination**

- 16.1 You can terminate your instructions to us in writing at any time. However, if you have not paid all the sums owing to us, we are entitled to keep your papers and documents until you do so.
- 16.2 During the course of the matter, you or we may come to believe that we should stop acting for you. This may be the case if, for example, you cannot give us clear or proper instructions on how we should proceed, or it has become apparent that you have lost confidence in the way that we are carrying out work on your behalf.
- 16.3 We will only stop acting for you when we have a good reason to do so; for example:
- 16.3.1 if you do not pay one or more of our invoices (whether interim or final) by the time due;
- 16.3.2 if you do not make an advance payment promptly when this has been requested;
- 16.3.3 if you provide instructions that are unreasonable or would require us to breach a professional rule or a duty to the court or involve the commission of a criminal offence; or
- 16.3.4 if there is a conflict of interest.
- 16.4 If we decide to stop acting for you, we will give you reasonable notice that this is what we plan to do. The precise length of the notice will depend on the circumstances.
- 16.5 If you decide that you no longer wish us to act for you, you must pay us for the time that we spend based on our hourly charges plus any expenses incurred up to the date of our ceasing to act for you.

17 **Our service and complaints**

- 17.1 Our aim is to provide a service with which you will be satisfied. However, we do realise that on some occasions your expectations may not be met or that you may have a query or concern or simply be dissatisfied. You are entitled to complain about the services that we provide to you which includes complaints about the work we are instructed to do, fees and disbursements charged or professional standards and our code of conduct. We have a written procedure for handling complaints (see below). At the end of our complaints procedure, you also have the right to make a complaint to the Solicitors Regulation Authority (The Cube, 199 Wharfside Street, Birmingham, B1 1RN, telephone number: 0370 606 255) where the matter relates to professional standards such as dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. You may also complain to the Legal Ombudsman (PO Box 6806, Wolverhampton WV1 9WJ, telephone number: 0300 555 0333, email address: enquiries@legalombudsman.org.uk, website: www.legalombudsman.org.uk) about any aspect of our service.
- There are time limits for making a complaint to the Legal Ombudsman. You should make a complaint to the Legal Ombudsman no later than:
- 17.1.1 6 years from the date when we have done or not done something which is the subject matter of your complaint; or
- 17.1.2 3 years from the date when you should have reasonably known that you could complain.

You also have 6 months to complain to the Legal Ombudsman from when you receive a final response from us. The Legal Ombudsman has indicated that this time limit and the time limits in paragraphs 17.1.1 and 17.1.2 must be met for a complaint to be accepted.

If you require us to explain, or provide further details about, any of the points set out in this paragraph 17.1, please do not hesitate to contact us.

17.2 Our written complaints procedure is available from our office or you can download a copy of it from our website at www.spirelegal.com. We will deal with complaints openly, fairly and promptly.

17.3 Although our written complaints procedure sets out in detail how we handle complaints, as a first step we hope that you would raise any concerns or complaints with the person(s) named in the letter which accompanies these terms and conditions. If you cannot resolve the concerns or complaints to your satisfaction or do not wish to speak to the person(s) named, please contact the specified person who has overall responsibility for your matter. If you are still dissatisfied, please contact a director. Where the person dealing with your matter is a director, your complaint can be taken up with the other of them. If there is no other person available to deal with your complaint, we shall appoint a solicitor at another firm to consider it. We will provide details at that time.

17.4 If you are unhappy with or have a complaint about the amount that we have charged you, you can use the 'assessment' procedure (see paragraph 8 above for more details on this) in addition to our complaints procedure.

18 **Equality and diversity**

We have a strong commitment to embracing as well as promoting equality and diversity in the relationships that we have with our clients, our employees and third parties. If you would like to see our equality and diversity policy, please let us know.

19 **Online access**

19.1 If we have agreed that you can access online progress reports concerning your matter through our website, or documents via any other portal or online system, the password that we provide you, or that you set up, must be kept safe, secure and secret.

19.2 If you no longer require access to online progress reports, or other document access, please let us know by email or in writing.

20 **Further instructions on non-contentious matters**

If you provide us with further instructions about other non-contentious matters, these general terms and conditions will apply unless we agree otherwise.

21 **Third parties**

21.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999, this contract is not intended to, and does not, give any person who is not a party to it the right to enforce any of its provisions.

21.2 Only the person(s) named as our client or clients in the letter accompanying these terms and conditions can rely on any advice or assistance or other work that we provide. If any information given as part of our advice, assistance or other work is revealed to a third party by you (or by us), you must then inform the third party that we accept no responsibility for it.

22 **Law and jurisdiction**

This agreement will be governed by and construed in accordance with the law of England and Wales and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

23 **Other points**

23.1 **Opening hours**

We are open on normal working days from 9.00 a m to 5.00 p m. Outside of these opening hours, please contact us on any mobile number provided to you by the person with responsibility for your matter, if urgent, or leave a message on our main line number or write to us at info@spireslegal.com. Please note that we do not usually provide our services outside of the days and times stated above, except where we have made prior arrangements with you.

23.2 **Outsourcing**

In order for us to deal with your matter promptly, we sometimes arrange for certain tasks to be carried out by persons not directly employed by us. The tasks usually consist of administrative or clerical work (such as typing, photocopying or filing). Where we do this, it will mean that the contents of your file (including information about yourself) must be provided to them in order to perform the tasks. We will always try to have a confidentiality agreement in place with such persons. If you do not wish us to allow persons who are not directly employed to carry out such tasks, please tell us as soon as possible.

23.3 **Examination of our files and systems by third parties**

Sometimes we may need to let another organisation (such as the body that regulates solicitors, the Solicitors Regulation Authority) examine or audit our systems and files, or to produce material to them. In this situation, they are under a duty to maintain confidentiality in relation to your files.

These terms and conditions were revised on 14th March 2021. This is version 1.3.