

# **Mann & Co Solicitors Limited**

## **Criminal and Police Station Defence**

**Terms of Business and important information concerning Costs, Funding  
and Expenses.**

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# CRIMINAL PROCEEDINGS INFORMATION

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## 1.1 Mode of Trial

- (a) All adult criminal cases start off in the Magistrates' Court but are then divided into the following three categories:
  - (i) Summary Only Offences
    - (A) These offences can only be dealt with in the Magistrates' Court, except in certain exceptional circumstances which allow these cases to be dealt with in the Crown Court.
  - (ii) Either-Way Offences
    - (A) These offences can either be dealt with in the Magistrates' Court or the Crown Court. We will consider the strength of the evidence against you and your instructions, together with the advantages and disadvantages of either Court before advising you on the most appropriate venue.
  - (iii) Indictable Only Offences
    - (A) Pursuant to section 51 of the Crime and Disorder Act 1998, the more serious offences can only be dealt with in the Crown Court.

## 1.2 Summary Only Offences

- (a) At the first hearing in the Magistrates' Court, we will be given a copy of the 'initial evidence' against you. We will consider this evidence and ask you for an account of what actually happened. We will advise you on the strengths and weaknesses of your case before deciding on how you should plead.
- (b) If you plead guilty, we will mitigate on your behalf and the Court will decide on the appropriate sentence. It may be the case that the Court wants more information about your background and personal circumstances, in which case they may ask the Probation service to prepare a Pre-Sentence Report (PSR).
- (c) If you plead not guilty, the case will be adjourned for us and the Crown Prosecution Service (Crown) to prepare for trial. We will have to notify the Court of a 'reason' why we don't agree with the Crown's case and also deal with administrative issues, such as the number of witnesses that are likely to be called, how long the case will last and whether we anticipate any arguments about the law. After this, the Court will fix a trial date.
- (d) We will carefully analyse all the evidence and ask you to attend our office in order for us to take your instructions. Using your instructions, we will identify any issues with the evidence and prepare for your trial. It is very important that you keep in touch with us and give us all of the information that we ask for. You are our best source of information about what actually happened. If you do not help us to help you, you are reducing your chances of an acquittal.

## 1.3 Either-Way Offences

- (a) For offences which are triable either way, your first appearance will always be at the Magistrates' Court. We will receive from the Crown a copy of the 'initial evidence' against you. Once we have had the opportunity of considering this evidence, we will speak to you about your account of what actually happened.
- (b) You will then be advised to plead 'guilty', 'not guilty' or enter 'no plea'.

- (c) If you decide to plead guilty, the court will have to decide if its powers of sentencing are enough to deal with your case. If they think that they do not have enough powers, then they can send your case to the Crown Court for you to be sentenced by a Judge.
- (d) If you plead not guilty or enter 'no plea' at all, then the Court will decide on the most appropriate venue for the case, based on the seriousness of the allegations.
- (e) If the Court agrees to retain your case at the Magistrates' Court, you will be offered the choice of having your case dealt with in that Court or by a Judge and Jury at the Crown Court. We will help you with this choice and advise you on what we believe to be in your best interests.
- (f) If the Court declines to retain your case at the Magistrates' Court, you do not have a choice to make and your case will be adjourned for a committal hearing.

#### **1.4 Your First Appearance at the Magistrates Court**

- (a) Your first appearance will be at the Magistrates Court. The purpose of this hearing is to assess whether the case can be dealt with at the Magistrates Court or if the seriousness of your case means that it should be dealt with at the Crown Court.
- (b) If your matter is a summary offence then your case will be dealt with by the Magistrates as per section 1.2 of this booklet.
- (c) If your matter is an 'indictable only' offence i.e. robbery, 3<sup>rd</sup> strike burglary etc you will not be asked to enter a plea and your matter will automatically be 'sent' to the Crown Court for a preliminary hearing.
- (d) If your matter is an 'either way' offence, then you will be asked to enter a plea. Once you have entered your plea the court will determine whether the nature of your case is too serious to be heard by the Magistrates Court. If the Magistrates feel that the case is too serious, then your matter will be 'sent' to the Crown Court.
- (e) If your matter is an 'either way' offence to which you enter a guilty plea but the Magistrates decide that they have inappropriate powers of sentence, your matter will be 'sent' to the Crown Court for sentencing.

#### **1.5 Indictable-Only Offences**

- (a) For these offences, although your first appearance will always be at the Magistrates' Court, the Magistrates must simply send your case to the Crown Court.
- (b) Your first hearing in the Crown Court will be a 'Preliminary Hearing', in which the Judge will simply hear a summary of the allegations against you. You will be represented by a Barrister but will not be expected to enter a plea at this stage because we will not have seen all of the evidence against you.
- (c) The judge will give directions about how the case should progress, set a time-table for key events and adjourn the case for a 'Plea and Case Management Hearing' (PCMH).
- (d) At the PCMH, you will be asked to enter a plea. We will help you to decide which plea is right for you and this will depend upon the strength of the evidence against you and what you tell us about what happened. We will also give you advice about the sentence that you can expect to receive if you plead, or are found, guilty.
- (e) If you decide to plead guilty, the Judge will consider what sentence is appropriate. He may decide to sentence you straight away or adjourn the case pending the preparation of a Pre-Sentence Report (PSR) from the Probation Service.
- (f) If you decide to plead not guilty, the case will be adjourned for a trial before a Judge and Jury. It is imperative that you keep in touch with us and give us all of the information that we ask for. You are our best source of

information about what actually happened. If you do not help us to help you, you are reducing your chances of an acquittal.

- (g) The Court will usually give a fixed date on which the trial will start. However, the Court does operate a 'Warned List' system. This means that you may be told the week or fortnight in which your trial will be heard, but not the exact date.
- (h) There is no way of knowing the exact day on which your trial will start so it is essential that you remain available for each day during the specified period. In addition, you must telephone our office one working day before each day of the specified period, between 4.00pm and 5.00pm, to check whether your case has been listed for the following working day.
- (i) Please note we are in exactly the same position as we will only be notified in the afternoon of the day before your trial.

## **1.6 Juvenile Cases**

- (a) The majority of cases involving juveniles (children and young persons under 18 years of age) start off in the Youth Court. There are some exceptions to this but these are rare.
- (b) If you are under 16 years of age, the Youth Court insists that a parent or guardian attends Court with you. However, even if you are 16 or 17 years of age, we would still advise that a parent or guardian attends Court with you.
- (c) There is a presumption that all juveniles will be dealt with in their local Youth Court. However, if the offence you face falls within certain limited criteria, you will be committed/ sent for Trial to the Crown Court. You can also be committed for sentence to the Crown Court if you plead guilty to one of limited number of serious offences. If you reach 18 during the course of the Youth Court proceedings, you could be "remitted" to the Magistrates Court for your case to be finalised there.
- (d) For a further explanation as to how your case will progress depending upon whether your plea is one of guilty or not guilty and or where your case will be heard, please refer to paragraphs 1.2 to 1.5 above.

# LEGAL AID, PRIVATE FEES AND COURT ORDERS FOR COSTS

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## 2.1 Funding Your Case

- (a) Much of the work we do is paid for from public funding (this is known as 'Legal Aid') and is free to our clients. However, due to recent changes to the Legal Aid system, you will not automatically qualify for Legal Aid and the State will not pay for every type of work or for every client.
- (b) We will promptly assess your entitlement to Legal Aid and if you are not eligible, we will discuss your options with you.
- (c) We have detailed the different types of funding available below.

## 2.2 Funding for Police Station Advice and DWP Interviews

- (a) All advice received whilst you are detained at the police station is publicly-funded i.e. covered by Legal Aid.
- (b) We will remain available to advise and assist you when you are at the police station, in person or over the phone, 24 hours a day and 365 days a year.
- (c) If you are the subject of a DWP interview at, for example, the Council offices, eligibility for funding with advice and assistance is not automatic. Your eligibility for Legal Aid will be means tested.

## 2.3 Magistrates' Court Funding

- (a) If you are charged or summoned to attend Court, we will help you complete the relevant application forms in order to apply for a Representation Order, with which we can claim our fees from Legal Aid.
- (b) In all circumstances, as a matter of urgency, you must provide us with evidence to support your application as the Court will not consider any applications without documentary evidence.
- (c) The application is now split into two parts and you must pass both elements of the test, to be entitled to Legal Aid.
  - (i) Interests of Justice Test
    - (A) This application form asks questions about how serious the offences are, what the likely sentence might be and whether you have ever been in trouble before. There are also questions about whether you might need help because you suffer from any kind of disability or whether you will have problems understanding the Court proceedings for any other reason. If you are not at risk of being imprisoned, you must give good reasons for why you should be represented at a cost to the public purse.
  - (ii) Means Test
    - (A) This application form asks questions about your income and a limited number of expenses. If you pass the interests of justice test, the Court will use this form to decide whether or not you should pay your own legal fees.
- (d) Although we will always give you specific advice, generally, if you are in receipt of certain State benefits, or under the age of 18 you will be entitled to Legal Aid. In addition, if you are employed and earning less than the lower threshold set by the Legal Aid Agency, namely £12,475 per annum, you will also be eligible for Legal Aid.

- (e) If you are earning between £12,475 and £22,325 per annum, your application will move to the next stage and the Court will calculate your disposable income. If your disposable income is more than £3,398 per annum, you are unlikely to be eligible for Legal Aid.
- (f) If you are a single person and earn more than £22,325 per annum, you will not be eligible for Legal Aid. However, if you are living with a partner and / or have children, the Court will apply a very complicated formula to give you an allowance for each member of your household. If after the application of the allowance, you (and your partner together) are considered to have disposable income of more than £3,398 per annum, you will not be eligible for Legal Aid.
- (g) In exceptional circumstances, we may advise you to make a 'hardship application' and you would be required to demonstrate that you do not live beyond your means and are genuinely unable to fund your own representation.
- (h) If your application for Legal Aid in the Magistrates' Court and for any subsequent committal to the Crown Court for sentence has been refused, you will have to pay our legal fees and any expenses arising personally.

## **2.4 Crown Court Funding**

- (a) If you had the benefit of Legal Aid at the Magistrates' Court and your case has been transferred to the Crown Court for sentence, your Representation Order will automatically be extended to cover our costs and the costs of a Barrister.
- (b) If you did not have the benefit of Legal Aid at the Magistrates' Court, we will immediately assist you with completing the relevant application and apply for Legal Aid for you in the Crown Court. If this application is refused you will have to pay our legal fees and any expenses arising personally.
- (c) All Crown Courts across the country may apply the means test to applications for Legal Aid if your case is indictable only or if it has been committed to Crown Court for trial. Subject to your annual income and your assets, you may be asked to pay or contribute to your legal fees. The Court will decide whether or not to grant the application. The Court may ask for further information or documentation to support your application. It is important that you provide any information requested and assist us with the application.
- (d) If your annual household disposable income is £37,500 or more (the money you are left with after you have paid your main bills and taking into account your family circumstances, such as a partner and/ or any children) then you will not be eligible for Legal Aid and you will have to pay privately for any work that we do for you.
- (e) You may have to pay towards the costs of your defence, depending on your financial circumstances. Any contribution towards the costs of your case could be from your income while the case is ongoing and possibly from any capital (i.e. savings) you have if you are subsequently convicted. If this is the case, you will receive a Contribution Order from the Court and you will have to make payments as set out under that Order.
- (f) You will have to pay a contribution towards the costs if your annual disposable income is above £3,398. A standard amount is allowed for some bills such as gas, electricity and insurance, and there is an allowance for a partner and/or any children.
- (g) The first payment will be due within 28 days of your case being sent to the Crown Court for Trial. You must tell us and the Court about any changes to your financial circumstances during your case because a change may affect the amount you have to pay towards your defence costs.
- (h) If you do not think that you can afford to make the payments that have been ordered, or if you think that a mistake has been made, you can ask for a review to be carried out of the amount that the Court has told you to pay.
- (i) If you do not fully comply with the Court in this respect, your payments towards your costs could be increased and this could result in you paying more than you would have otherwise had to pay. Please be advised that

If, at any time, you do not tell the truth about your income, assets and expenditure, you could be prosecuted and maybe sent to prison.

- (j) If you plead guilty or are found guilty after trial, the Crown Court can also order that you pay a contribution to your defence costs. You may have to pay towards your defence costs from any capital assets you may have. This would only apply if you have £30,000 or more of assets such as savings, equity in property, shares or premium bonds and any payments that you have already made from your income have not covered your total defence costs. You will be told at the end of your case if you have to make a payment from capital. However, the Crown Court does not have the power to do this if you plead guilty or are found guilty in the Magistrates' Court and the Magistrates then decide to send your case to the Crown Court for sentence. Similarly, there is no power to make you pay anything towards your defence costs if your case stays in the Magistrates' Court throughout. You will not have to pay towards the costs of your case if you are under 18 years of age when you make your application for Legal Aid or if you receive certain state benefits.
- (k) If you are found not guilty, any payments that you have made under a Contribution Order will be refunded to you together with interest. However, if your payments were late or you did not make the payments as a result of which action was taken against you, the costs of this action will be deducted from any refund.

## **2.5 What is covered by Legal Aid?**

- (a) Usually, all of the work that is necessary to prepare your case and that can be justified to the Legal Aid Agency will be covered by the Order. If any unusual work is required, we can make an application for special permission, known as 'prior authority', to incur the expense of that work. This permission may or may not be granted and is subject to assessment by the Legal Aid Agency.
- (b) We are not allowed to bill part of our work to the Legal Aid Agency and part of it to you. If, for any reason, the Legal Aid Agency refuses to pay for work that you insist you want to be done on your case, you would have to pay all of our fees privately from then on.

## **2.6 Private Fees**

- (a) If, at any stage, you become ineligible for Legal Aid, or if any of the work you have asked us to carry out is not covered by any form of Legal Aid, you will be responsible for paying our fees on a private basis. If this situation arises, we will explain how we calculate our rates and discuss any funding options with you.

## **2.7 Prosecution Costs Orders Against You**

- (a) If your case goes to Court and you plead guilty to an offence, or are found guilty of an offence at trial, the prosecution will usually make an application for a contribution towards the costs of bringing the prosecution against you. The amount that they will apply for can vary from £35, for a simple motoring case, to hundreds, or even thousands of pounds in a complicated case that goes to trial at the Crown Court. We will be able to advise you about the likely application for prosecution costs in your case.
- (b) The Court does not have to order payment of the full amount applied for. The Court has to consider your ability to pay and also any fines or compensation orders that the Court may impose on you.

## **2.8 Costs Order in Your Favour**

- (a) If the prosecution cannot prove the case against you and you are acquitted or the case against you is dismissed, discharged or discontinued, you can apply to the Court for a 'Defendant's Costs Order'. Unfortunately, you can only claim for your legal, travel and subsistence expenses. You cannot claim for any loss of earnings or damage to your reputation or business for example.
- (b) If you had the benefit of Legal Aid, you should not have any legal expenses to claim but the Court will pay the reasonable costs of getting to and from Court and subsistence (i.e. food and drink) whilst at Court but you must produce receipts for all such expenditure.



- (c) If you have not had the benefit of legal aid and the Court makes a costs order in your favour, any amount awarded will be limited to the amount that would be payable had your matter been funded by legal aid. The Court may send a cheque directly to you in payment. However, if there are sums that remain outstanding to this firm then we will obtain payment from the Court and account to you for any sum that you have paid to us in advance.

## TERMS OF BUSINESS

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### 3.1 Mann & Co Solicitors Limited

- (a) Mann & Co Solicitors Limited ('the Firm') (trading as 'Mann & Co' and Mann & Co Solicitors') is constituted as a limited company registered in England and Wales with Company Number **10820942**:
- (i) Head Office: 368 High Street, Smethwick, West Midlands, B66 3PG;
  - (ii) Phone Number: 0121 555 7000;
  - (iii) Fax Number: 0121 555 7080;
  - (iv) Email: mail@mannandco.net;
  - (v) Web Site: www.mannandco.net;
  - (vi) Value Added Tax ('VAT') number: 777257387;
  - (vii) Authorised and Regulated by the Solicitors Regulation Authority (SRA) under Identity Number: 644064.
- (b) In these Terms of Business all first person terms such as 'we', 'us' and 'our' refer to the Firm and not to any Director, Consultant or Employee personally or to any combination of Directors, Consultants or Employees collectively. By entering into this agreement, you are entering into an agreement with the Firm and not with any Director, Consultant or Employee personally or with any combination of Directors, Consultants or Employees collectively. The fact that an individual Director, Consultant or Employee signs in his or her own name any letter or other document in the course of carrying out his or her work does not mean he or she is assuming any personal legal liability for that letter or document. No reference to a 'Partner' is to imply that any person is carrying on business with others in partnership for the purposes of the Partnership Act 1890.
- (c) We are bound by various professional rules of conduct (contained within the SRA Standards and Regulations 2019) which can be viewed at <https://www.sra.org.uk/solicitors/standards-regulations/>.
- (d) A list of Directors is available for inspection at our head office. We may from time-to-time use the word 'Partner' to refer to an Employee or Consultant of the Firm with equivalent standing and qualifications.
- (e) The SRA Indemnity Insurance Rules, in force from time to time, require us to take out and maintain Professional Indemnity Insurance with participating insurers. Information about the compulsory layer of Professional Indemnity Insurance we carry, including the contact details of our insurers and the territorial coverage of our insurance, are available in hard copy at our registered office.

### 3.2 Terms of Business

- (a) These Terms of Business may not be varied unless agreed in writing and signed by a Director. They should be read in conjunction with our Client Care Letter which sets out the basis on which we act for you and any documents referred to in that letter. Together these form the agreement between us relating to each matter on which we advise you.
- (b) These terms, including the limits on our liability in clause 3.9, shall apply to all work done by us for you (and any work to be done in the future) unless we otherwise notify you in writing.

### 3.3 Excluded Advice

- (a) We do not advise on the laws and regulations of jurisdictions other than England & Wales (which for these purposes includes the law of the European Union as applied in England & Wales), including and limited to

any retained European Union law or European Union law that continues to have direct effect and applicability in England and Wales in the event that the United Kingdom withdraws from the European Union).

- (b) Whilst we have a degree of understanding of taxation relevant to an individual or corporate entity or value added tax or other taxation, we are not qualified to give any taxation advice in any form and you should take the professional advice of a taxation accountant or your own accountant. If you authorise us to proceed with the transaction, we will proceed on the basis you have sought appropriate professional advice. If you wish us to help you appoint an appropriate accountant please ask.
- (c) If now, or at any time in the future, any matter on which we act for you is the subject of formally contested proceedings, whether in the courts or other tribunals, you will almost certainly have to disclose documents, including electronic documents, relevant to the matter. You should ensure that you do not destroy or allow to be destroyed any documents that relate to such matter in any way (however slight you believe the connection may be), as your position in such proceedings could be seriously compromised if you do so.

### **3.4 Your Duty to Retain and Preserve Documents**

- (a) If now, or at any time in the future, any matter on which we act for you is the subject of formally contested proceedings, whether in the courts or other tribunals, you will almost certainly have to disclose documents, including electronic documents, relevant to the matter. You should ensure that you do not destroy or allow to be destroyed any documents that relate to such matter in any way (however slight you believe the connection may be), as your position in such proceedings could be seriously compromised if you do so.

### **3.5 Copyright**

- (a) Unless we agree otherwise, all copyright which exists in the documents and other materials that we create whilst carrying out work for you will remain our property. You have the right to use such documents and materials for the purposes for which they are created, but not otherwise.
- (b) If you use such documents for any purpose other than that for which they were created we are not responsible to you for any losses that you may suffer as a result.
- (c) Unless otherwise required by law or court order, you agree not to make our work, documents or materials available to third parties without our prior written permission. Our work is undertaken for your benefit alone and we are not responsible to third parties for any aspect of our professional services or work that you make available to them.

### **3.6 Client Satisfaction**

- (a) We operate strict client care and quality policies and always aim to provide you with the highest level of legal expertise and to be available, approachable, understandable, prompt and courteous.
- (b) We will keep you informed about all important developments in your case and we will respond to your letters, emails and telephone calls promptly and efficiently.
- (c) The majority of our clients are very happy with the service we provide them, but in the event that you have any cause for concern, including about a bill, then please be aware that you are entitled to make a complaint, and that you can do so by contacting our designated complaints handler, Ranbir Mann, who is a Solicitor and a Director of this firm (telephone: 0121 555 7000). We take all feedback from clients seriously and operate a Complaints Handling Procedure, a copy of which is available upon request.
- (d) We are usually able to deal with any concerns you have promptly and to your satisfaction, but if this is not the case, you will be able to make a complaint to the Legal Ombudsman provided you do so within 12 months of the end of our internal complaints procedure if you are still not satisfied with the outcome.
- (e) In addition, there are time limits relating to the date you first became aware or should have become aware of the problem. The relevant time limits are set out in the version of the Legal Ombudsman's Scheme Rules

in force from time to time (which can be accessed at: <http://www.legalombudsman.org.uk/downloads/documents/publications/Scheme-Rules.pdf>) and may only be extended by the Legal Ombudsman in exceptional circumstances.

(f) Legal Ombudsman Contact Details:

(i) Address: PO Box 6806, Wolverhampton, WV1 9WJ

(ii) Telephone: 0300 555 0333

(iii) Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

(iv) Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

(g) The Firm is committed to ensuring that all Directors, Consultants and Employees give their full co-operation to the Legal Ombudsman in the event of any dispute or complaint against the Firm.

### 3.7 Storage of Documents and Deeds

(a) We retain all documents relating to your matter (other than any documents which are in your possession or returned to you) for at least six years from the conclusion of our involvement in the matter. You agree that we may destroy them after that time. We will not destroy documents you ask us to deposit in our deeds store.

(b) If you ask us to retrieve documents from storage there is a charge, which is normally £25 plus VAT for each matter, although we will not normally charge that fee if we retrieve documents to enable us to carry our further work for you. We will charge, however, for any work necessary to comply with instructions given by you in connection with retrieved documents. Unless otherwise agreed with you in writing, those charges will be at our hourly rates applicable at the relevant time and those charges will be applied on the same basis as set out in the agreement.

### 3.8 Financial Services

(a) The Law Society of England and Wales is a designated professional body under Part XX of the Financial Services and Markets Act 2000 which means that we may carry on certain regulated activities without being regulated by the Financial Conduct Authority. This means that we may be able to provide limited financial services to you where such services arise out of, or are complementary to, the provision of legal services.

(b) The Law Society is the designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation has been delegated to the Solicitors Regulation Authority (the independent regulatory body of the Law Society), and responsibility for handling complaints has been delegated to the Legal Ombudsman. The contact details for the Solicitors Regulation Authority can be found at clause 3.1(c) and the contact details for the Legal Ombudsman can be found at clause 3.6(f).

(c) The limited regulated activities that we carry out are issuing certain insurance policies, such as after the event legal expenses insurance, defective title insurance and other property indemnity insurance (such as breach of covenant, absence of easement, lack of planning permission, unknown rights and covenants policies).

(d) We are 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 distribution 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 Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at [www.fca.org.uk](http://www.fca.org.uk).

(e) Any insurance policy arranged by us on your behalf, shall, in our opinion, be adequate to meet your needs, but you are hereby informed that we do not recommend any policy over and above any other and that it is

your responsibility to check that you are satisfied with the excess levels, exclusions, limitations and other policy terms. We do not conduct a fair analysis of the insurance market prior to arranging insurance policies. You can request details of the insurance undertakings with which we conduct business at any time.

- (f) You hereby agree to provide us with details of any relevant existing insurance policies you may have and you agree that we shall not be liable to you for any losses you sustain as a result of your failure to provide us with such details.

### **3.9 Limitation of Liability**

- (a) You agree that the limitations on our liability as set out in this agreement are reasonable having regard to the nature of your instructions and the work involved and the availability and cost of professional indemnity insurance. We are, however, happy to consider options to increase these limitations, should you so require (which may result in an increase to our fees).
- (b) We will undertake the work relating to your matter with reasonable skill and care.
- (c) We accept liability without limit for the consequences of fraud by us or any of our Directors, Consultants or Employees which is affected in their capacity as Directors, Consultants or Employees and for any other liability which we are not permitted by law or rules of professional conduct to limit or exclude. If any part of the agreement which seek to exclude, limit or restrict liability (including provisions limiting the amount we will be required to pay or limiting the time you have to bring a claim) is found by a court to be void or ineffective for any reason, the remaining provisions shall continue to be effective.
- (d) We will not be liable under this agreement or laws of negligence for any deficiencies in the work we have undertaken if and to the extent that deficiencies are due to any false, misleading or incomplete information or documentation which has been provided to us (whether by you or any third party) or due to the acts or omissions of you or any third party. However, where any failure by us to identify any such false, misleading or incomplete information (or any failure by us to inform you that we have identified such information or any failure to act on your resulting instructions) constitutes negligence then we shall, subject to the other provisions of this agreement, remain liable for such failure.
- (e) Despite anything else contained in this agreement, we are not under any obligation to act for you (or to continue to act for you) if to do so would breach any laws or professional rules. Therefore, we will not be responsible or liable to you for any loss which you or any other party may suffer as a result of our refusal to proceed with your matter where we would be in breach (or we reasonably believe that we would breach) of our legal obligations or our professional rules.
- (f) Except as stated in 3.9(c) and 3.9(l), the total aggregate liability of the Firm to you under or in connection with this agreement (including any addition or variation to it), whether for breach of contract, negligence, breach of statutory duty, or otherwise, shall not exceed £3,000,000.00 (three million pounds).
- (g) Where we are instructed jointly by more than one party, the limit on our liability applies, in total, to all of you collectively (including anyone claiming through you or on your behalf).
- (h) You agree that you will not bring any claims or proceedings in connection with this agreement against our Directors, Consultants or Employees personally, unless (and to the extent that) you are otherwise permitted to do so by law or our professional rules. Our Employees may enforce this clause even though they are not parties to this agreement (but despite having such rights, this agreement may be varied or ended without their consent).
- (i) Proceedings in respect of any claim against us must be commenced within six years after you first had (or ought reasonably to have had) both the knowledge for bringing an action for damages and the knowledge that you had the right to bring such an action and in any event no later than six years after any alleged breach of contract, negligence or other cause of action. This provision expressly overrides any statutory provision which would otherwise apply; it will not increase the time within which proceedings may be commenced and may reduce it.

- (j) If we and any other party or parties are liable to you together in respect of the same claim, then we shall only be liable to pay you the portion which is found to be fair and reasonable having regard to the level of our default. Therefore, we shall not be liable to pay you the portion which is due to the fault of such party, even if you do not recover all or any money from such other party for any reason.
- (k) If we are liable to you and any other party or parties would have been found liable to you together with us in respect of the same claim if either:
  - (i) You had also brought proceedings or made a claim against them; or
  - (ii) We had brought proceedings or made a claim against them for a contribution towards our liability, then any sum due from us to you shall be reduced by the proportion for which such other party or parties would have been found liable had those proceedings been brought or those claims been made.
- (l) Nothing in this agreement excludes or limits the liability of the Firm for:
  - (i) Death or personal injury caused by negligence;
  - (ii) Fraud or fraudulent misrepresentation; or
  - (iii) Any liability if and to the extent that it is not permissible in law for such liability to be limited or excluded.

### **3.10 Client Money**

- (a) Unless otherwise agreed by us in writing, if we receive any sums to hold on your behalf (whether received directly from you or from a third party) then we may deposit such money into an account or accounts with any bank or financial institution (a “deposit provider” which expression shall include bank, financial institution or clearing house through which transfers are made) of our choosing. We confirm that we comply with any applicable laws and any applicable rules of a regulatory authority in respect of the making of any such deposits.
- (b) We shall not be liable for any loss which you or any third party may suffer in connection with an insolvency event occurring in relation to any deposit provider with whom we have deposited funds or through whom transfers are made, save if and to the extent that any such loss was caused by or contributed to by any breach by us of clause 3.10(a).
- (c) If an insolvency event occurs in relation to any deposit provider which holds money that we have deposited on your behalf, you agree that we may where applicable disclose to the Financial Services Compensation Scheme (“FSCS”) all relevant details in our possession about you and the money that we hold on your behalf with such a deposit provider. However, if you do not wish us to make any such disclosure, please contact our Data Privacy Manager, Mr Ranbir Mann, Solicitor/Director or Mrs Gurdip Kaur, Practice Manager, in writing at our registered office 368 High Street, Smethwick, West Midlands B66 3PG, by telephone (Telephone Number: 0121 555 7000) or by e-mail at [info@mannandco.net](mailto:info@mannandco.net). Please note that by withholding consent to our disclosure of your details to the FSCS in such circumstances, you may forfeit any right you may have to receive compensation from the FSCS where an Insolvency Event occurs in relation to a deposit provider holding money which we have deposited on your behalf. Compensation for deposits is limited to £85,000 for any individual’s total deposit with that service provider, including any personal finances. Further information regarding the FSCS can be found at [www.fscs.org.uk](http://www.fscs.org.uk), telephone number 020 7892 7300.

### **3.11 Confidentiality, Privacy & Data Protection**

- (a) We will keep your information confidential and will not disclose it to third parties except with your consent or as permitted or required by law.

- (b) Further information about our duties and your rights under data protection law, including about your right to access the data we hold on you, can be found in our Privacy Notice, which is on our website and which accompanies these Terms of Business, but, for the avoidance of doubt, is for information purposes only and does not form part of the agreement between us.
- (c) If, with your knowledge, we are working with other professional advisers or lawyers, we will assume that we may disclose any relevant aspect of your affairs to them.
- (d) During the course of the firm's work it may be necessary to discuss your case with cost specialists, experts or counsel. Your acceptance of these Terms of Business amounts to your consent to us to disclose information which we reasonably consider necessary to progress your case.
- (e) The firm may, from time-to-time, become subject to periodic checks by Law Society approved Consultants and/or Assessors to audit and review files for compliance purposes. This means that your file could be selected for checking, in which case we would need your consent for the checking to occur. All such checks are conducted by individuals who have provided the firm with a Confidentiality Agreement. Your acceptance of these Terms of Business amounts to your consent to make your file available for checking. If you do not want us to make your file available for checking you must notify us immediately and we will mark your file accordingly. If you refuse to give us consent to checks, your refusal will not affect the way your case is handled in any way.
- (f) Where you provide us with an Email address for sending material to, we will assume, unless you tell us otherwise, that your arrangements are sufficiently secure and confidential to protect your interests. The Internet is not secure and there are risks if you send sensitive information to us by Email. Data we send by email is not routinely encrypted, so please tell us if you do not want us to use email as a form of communication with you or if you require data to be encrypted. Email will be treated as written correspondence and we are entitled to assume that the purported sender of an email is the actual sender and that any express or implied approval or authority referred to in an email has been validly given. You consent to us monitoring and reading any email correspondence travelling between you and any mail recipient at the Firm.
- (g) We will take reasonable steps to protect the integrity of our computer systems by screening for viruses on email sent or received. We expect you to do the same for your computer systems.
- (h) If you would like to invoke any of your data subject rights, as set out in our "Privacy Policy" which has been provided to you as a separate document to these Terms of Business. Please contact our Data Privacy Manager (DPM), Mr Ranbir Mann, Solicitor/Director, who is the person with overall responsibility for data protection at the firm. Alternatively, please contact Mrs Gurdip Kaur, Practice Manager. These individuals can be contacted at the firm by writing to them at 368 High Street, Smethwick, West Midlands B66 3PG, by telephone (Telephone Number: 0121 555 7000) or by e-mail at [info@mannandco.net](mailto:info@mannandco.net)

### **3.12 Referrals to Third Parties**

- (a) If we recommend that you use a particular firm, agency or business, we shall do so in good faith and because we believe it to be in your best interests. If we recommend that you use a particular firm, agency or business that can only offer products from one source, we shall notify you in writing of this limitation. We will pay to you any commission that we receive from any particular firm, agency or business that we recommend you use.
- (b) If we recommend that you use a particular firm, agency or business, we shall not be liable to you for any advice you may be given by that firm, agency or business and you are advised that if that firm, agency or business is not another firm of solicitors you will not be afforded the regulatory protection of the Solicitors Regulation Authority (SRA) or of the SRA's Standards and Regulations 2019 and SRA Indemnity Insurance Rules 2019, nor shall you be entitled to the benefit of the SRA Compensation Fund.

### **3.13 Hours of Business**

- (a) Our offices are open between 9.00am and 5.30pm, Monday to Friday, excepting bank holidays. We also provide an out of office or emergency service to clients. The person responsible for your matter may, at his or her absolute discretion, provide you with a mobile telephone number, and may endeavour to take your telephone calls outside of office hours, but nothing he or she says should be interpreted as an agreement to routinely deal with your matter or to take your telephone calls outside of office hours.

### **3.14 Equality & Diversity**

- (a) We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. Please contact us if you would like a copy of our Equality and Diversity Policy.
- (b) If you have any special requirements in relation to the way in which you would like us to handle your work, (for example, if you consider yourself to have a disability) please let us know.

### **3.15 Rights of Third Parties**

- (a) Except as stated otherwise in clause 3.9(h), a person who is not a party to this agreement shall not be entitled to enforce any of its terms.

### **3.16 Applicable Law, etc.**

- (a) These terms and our Client Care Letter shall be governed by, and interpreted in accordance with English law. Any disputes or claims concerning this agreement and any matters arising from it shall be dealt with only by the courts of England and Wales.
- (b) If we or you do not enforce our respective rights under this agreement at any time it will not prevent either us or you from doing so later.
- (c) If any provision of this agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement which shall remain in full force and effect.

### **3.17 Setting Standards**

- (a) We operate systems throughout our firm, insisting that all our staff meet certain standards with regard to client care. These standards include:
  - (i) Sending you copies of all important correspondence;
  - (ii) Returning your telephone calls during the course of the same day, if at all possible;
  - (iii) Dealing with correspondence of any sort promptly;
  - (iv) Writing letters to you and others in plain and concise language.
- (b) To assist us in providing an efficient and effective service, we ask that you:
  - (i) In all communications quote the file reference number of your matter (which is set out at the top of each of our letters) and clearly address all written communications to your Legal Representative;
  - (ii) Leave clear telephone messages with your Legal Representative's secretary, or reception;
  - (iii) Notify us immediately of any change of your address, telephone number or other material information;
  - (iv) Notify us immediately if you are delayed or cannot attend an appointment;
  - (v) Respond to our requests promptly.



### 3.18 Termination

- (a) You may end this agreement (and therefore, your instructions to us) at any time by writing to us by post, fax or email. However, we may be entitled to keep all of your documents and deeds while there is money owing to us (including fees and expenses which have not yet been billed).
- (b) We may end this agreement (and, therefore, cease acting for you) in relation to any matter or all matters of yours but only on reasonable written notice and for good reason. Examples of a good reason include where you have not given us sufficient instructions, where you have not provided appropriate evidence of identification or we reasonably believe that the relationship between you and us has broken down.
- (c) If your matter does not conclude, or we are prevented from continuing to act because of our legal obligations or our professional rules, we will charge you for any work we have actually done. Our charges will be based on our hourly rates set out in this agreement (and where a fixed fee has been agreed, the charges will not exceed that fixed fee).
- (d) If we cease acting for you, we shall (where relevant) inform the court or tribunal that we no longer act for you and shall apply to be removed from their records. We may charge you for doing so at our hourly rates applicable at the relevant time.

**A copy of these Terms of Business is available in larger print.  
Please contact us if you require a copy.**