J W Hughes & Co

TERMS OF BUSINESS

(INCORPORATING EXPLANATORY NOTES/ADVICE)

(Edition 12: 1 March 2017)

J.W.Hughes & Co is the trading name of J W Hughes & Co LLP, a Limited Liability Partnership (Registered Number OC392720) whose registered office is Bank House, Lancaster Square, Conwy, LL32 8AD.

These Terms of Business are intended to cover all aspects of work carried out by JW Hughes & Co. As such, not all the details may be relevant to your particular matter, and we have endeavoured to break down the information into different categories, one of which will be relevant to you.

A. Publicly Funded Work

(a) Legal Help for Family Clients

The extent of Legal Help

Legal Help, which is only available in limited circumstances, allows us to carry out work for clients that are eligible, to a certain fixed financial limit.

If we reach the limit of work we will inform you at that stage, and then you will either have to deal with the matter personally or pay us privately.

Legal Help does not cover representation at Court, save in limited circumstances. It may well be that you could apply for Legal Aid to cover representation and we will advise you if that is appropriate.

(b) Legal Advice and Assistance – Criminal Matter Clients

Extent of the Legal Advice and Assistance Scheme

The Legal Advice and Assistance Scheme does not cover representation at Court. It may well be that you could apply for Legal Aid to cover representation and we will advise you if that is appropriate.

There is also a limit as to how much work we can do. We will advise you if we approach that limit.

(c) Legally Aided Family Clients

Your Legal Aid Application

If we have handed to you some Legal Aid forms for completion, as soon as you have returned these to us we shall submit your Legal Aid application to the Legal Aid Agency. If all the forms were completed in the office we shall submit the application to the Legal Aid Agency. It may take 6 to 8 weeks to be determined. If the Agency decides that you qualify for Legal Aid on financial grounds, they will also need to be satisfied that you have an arguable case on legal grounds. You may then receive an offer of Funding, possibly requiring payment of a contribution.

Failure to pay Funding Contribution

If you fail to pay your Legal Aid Contribution, with arrears of more than 21 days, then the Legal Aid Certificate could be discharged and you will no longer be treated as an assisted person. You will remain liable for the payment of your contribution, up to the amount required to cover the costs incurred under your Legal Aid Certificate.

Statutory Charge

At a meeting with you we have explained to you the effect of what is known as the "Statutory Charge" should you win your case. Due to the importance of this charge it is essential that we set out the details for you in writing. We urge you to read this carefully and retain it for further reference.

In certain cases, e.g. divorce or Children Act applications, if you receive or recover property, then you must re-pay the Legal Aid Agency when it is sold. If the property is a home, sometimes the Legal Aid Agency will not insist on repayment if you sell it to buy a new family home. You must pay back the Legal Aid Agency when the new home is sold unless the Legal Aid Agency allow payment to be further deferred. However, if your Legal Aid costs are postponed at all, then interest is added to the costs at 8% per annum.

If at the end of your case, you are successful and we recover or preserve money or property for you (either as a result of settling the case or because of a Court order) the Legal Aid Agency may require that some or all of your legal costs be deducted from this. How much is deducted will depend upon what your opponent pays towards your costs. The amount recovered by way of costs from an opponent rarely covers the entire costs involved in preparing the case, and the Legal Aid Agency is entitled to deduct the difference from your award or settlement. This deduction is called the Statutory Charge.

A court order for costs against your opponent helps you only to the extent that those costs are actually recovered. If your opponent refuses to pay or does not have the means to pay the costs then the Statutory Charge could be substantial, as all your Legal Aid costs will be deducted from your award. If your opponent was in receipt of Legal Aid it is unlikely that you will be permitted by the court to recover your costs from your opponent.

Fees

If you are unsuccessful in this matter then we shall make a claim against the Legal Aid Agency for payment of our costs from the date of the Legal Aid Certificate at the relevant rate allowed for such work.

If, however, you are successful in your case and your costs are to be paid partly or wholly by or on behalf of the other party to the action, then we shall charge such rates as are allowed in a privately funded case by the High Court or County Court in which the proceedings have been conducted. These are set out under the section entitled "Litigation" of our charging rates to be found later in this letter.

Losing your case

If you lose your case, you may have to pay your opponent's costs.

Duty to disclose a change in circumstances

Once you have been granted Legal Aid, you have a duty to disclose any change in your circumstances, including a change of address or financial means. If your financial means increase,

you may be ordered to pay an increased contribution towards the costs of the case. As soon as there is any change of circumstances you should inform us so that we can tell the Legal Aid Agency.

If you do not co-operate with the Legal Aid Agency, your Certificate could be revoked and you will be deemed to have never been Legally Aided, in which case you would become liable for the legal costs incurred.

Revocation of Certificate

If you are granted Emergency Legal Aid pending assessment of your means, and your Emergency Certificate is later revoked, you may be required to pay some or all of the costs incurred in preparing your case until the revocation. It may be revoked because, for example, once the assessment has been made it is found that you do not qualify for Legal Aid, or you have failed to provide the Legal Aid Agency with information that they have requested.

Work not covered by Legal Aid

You will only be covered by Legal Aid from the issue date of any Legal Aid Certificate. If you are not entitled to Legal Help, any work undertaken before the date of your Legal Aid Certificate and after its discharge will have to be paid privately. We will endeavour to keep these costs to a very minimum.

Everyone in the firm has an hourly expense rate which is regularly reviewed. We will tell you when the rate changes. In addition, we charge one tenth of the hourly rate for short letters or emails written and letters or emails received or short telephone calls. Longer letters, emails and telephone calls are charged according to time spent on them. In your case, the current charge for our time is as set out later in these Terms and Conditions (under the section entitled "All Clients") with V.A.T. added at the current rate.

(d) <u>Legally Aided Criminal Proceedings Clients</u>

Legal Aid (formerly known as Legal Funding)

Legal Aid is now means-tested at the Magistrates' Court and the Crown Court.

There are certain circumstances where you could be refused Legal Funding in the Magistrates but still be eligible in the Crown Court.

We will discuss with you whether or not your case is one which can be dealt with in the Magistrates' Court or in the Crown Court.

In the Magistrates' Court, there is no financial contribution necessary as it is either a straightforward granting of Legal Aid or refusal, depending on your means.

If your case proceeds to the Crown Court, then the legal funding system is different. A further application is submitted for legal aid. Sometimes, because of your age or because of the benefits you are receiving, you will automatically qualify. If your income is relatively low, you could qualify without paying a contribution. However, if you are working, in the vast majority of cases you would be obliged to pay a contribution towards your legal costs.

That contribution is not paid to us but to the Legal Aid Agency, who will appoint Agents to collect the same.

If your case goes to the Crown Court for Trial, you will automatically qualify for legally aided representation, once you have completed an application form. After you have been means tested,

you may have to pay towards the cost of your defence. This could be from your income whilst the case is ongoing and/or from your capital, if you are convicted.

You will be asked to provide evidence of your income and assets. If you do not, your payments could be increased, which would result in you paying more towards your defence costs. If you do not tell the truth on your legal aid application regarding your income, assets and expenditure, you could be prosecuted.

You will not have to pay towards the costs of your case if you are under 18 when you make your application, or if you receive any of the following benefits: income support, income-based jobseeker's allowance, guaranteed state pension credit or income-related employment and support allowance.

You may have to pay towards the costs should your monthly disposable income be above a certain level. If this is the case, you will receive a Contribution Order from the court, and you will have to make payments as required under that Order. The first payment will be due within 28 days of your case being committed, sent or transferred for trial. You must tell 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. If you do not think you can afford to pay, or if you think that a mistake has been made, you can ask for a review of the amount the court has ordered you to pay.

At the end of the case, if you are found not guilty, any payments you have made will be refunded with interest. If you paid late or not at all and action was taken against you, the costs of that action will be deducted from any refund.

If you are found guilty, 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, for example: savings, equity in property, shares or Premium Bonds; and

- Any payments you have already made have not covered your total defence costs.

You will be told at the end of your case if you have to make payment from capital.

If you fail to pay your contribution, then the Legal Aid Agency will instruct agents who will pursue you either by appointing Bailiffs, taking a charge on your house, or other enforcement methods.

If there is a change in your circumstances at any stage once you have been granted legal funding, there is an obligation upon you to notify the Legal Aid Agency of that change in circumstances.

We appreciate the above is relatively complex and, if you have any questions then please contact us.

Attendance at Court

We will advise you of the date you have to attend Court. You need to be at Court for 9.45am unless stated otherwise. Failure to attend Court (without the Court's consent) is an offence.

Your case may be adjourned at Court for a variety of reasons e.g. the Prosecution hasn't let us see the evidence, Legal Funding hasn't yet been granted etc. However, we will try to deal with your case as expeditiously as possible, but always in your best interests, and sometimes that may mean that the case will have to be adjourned.

How long will the case last?

Generally speaking, that depends on the type of case, e.g.:

a) If pleading guilty and the matter is fairly straightforward, the case could be dealt with at the first hearing. If more complicated or more serious, the case will be adjourned for reports to be prepared by the Probation Service, and that will take an additional 3 to 4 weeks.

b) If pleading not guilty, then after your plea the matter is usually adjourned for 4 weeks for Pre-Trial Review, after which a trial date is fixed and the trial date is usually some 2 to 3 months after the Pre-Trial Review.

c) If your case has to be dealt with by the Crown Court then, depending on the plea, it might take 4 to 12 weeks for a guilty plea or between 6 to 12 months for a not guilty plea.

d) If you are in custody, then the Courts have strict time limits for hearing cases, which generally speeds up the hearing of your case.

B. Privately Funded Work

(a) Wills

How our Fees are Calculated

Wills are available from £100.00 plus V.A.T. for a straightforward single Will. Where Wills appear to be complex and may incorporate discretionary or other forms of trust, or require us to visit Clients out of the office, our charging rate is as set out in these Terms of Business, with V.A.T. added at the current rate.

(b) Litigation or potentially contentious matters

How our Fees are Calculated

We charge for work carried out for you according to the amount of time spent on the matter. This will include time spent on the following aspects:-

- Seeing you or talking to you on the phone.
- Talking to your witnesses, experts or other persons.
- Researching the legal position and background of your case.
- Reading and studying papers and documents in your case.
- Preparing all agreements or other documents relating to the funding of your case.
- Preparing papers for your Barrister and the Court.
- Attending meetings with your Barrister.
- Attending Court on your behalf.
- Other work reasonably undertaken not covered by the above

Everyone in the Firm has an hourly expense rate, which is periodically reviewed. We shall tell you when the rate changes. In addition, we charge one-tenth of the hourly rate for short letters or emails written and letters or emails received and short telephone calls. Longer letters, emails and telephone calls are charged according to the amount of time spent on them.

In your case, the basic hourly charge for time is as set out later in this letter. VAT is added to this at the current rate. If you are registered for VAT, the VAT element may be recoverable if the legal

work is carried out for the purpose of your business. Please check the position with your accountant and/or HM Revenue & Customs ("HMRC").

Interim Bills

In cases which are not subject to a Conditional Fee Agreement ('CFA'), we reserve the right to send you regular interim bills, but no more frequently than every three months, so that you may keep up-to-date with your legal costs. The bills will be for work undertaken by us and expenses incurred (often called "disbursements"), such as barristers' or doctors' fees. We usually ask for further money on account of costs when we do so.

Costs' Estimate and Costs' Limit

It is often difficult for us to give an estimate of the cost of your matter, as we cannot tell how long it will take or how much work will be involved. In a matter which is not subject to a CFA you may, if you wish, ask us to work up to a costs' limit, such as £1,250 plus VAT. However, we do not guarantee to be able to conclude a case where such a costs limit has been set up by you.

Recovering Costs from Opponents

If you are ultimately successful in your matter, a Court may order your opponent to pay your costs. Even then, you will almost certainly not be awarded all your costs. You will be responsible for our costs whether you win or lose the action (save that where we undertake work under a CFA, your liability to pay our costs will be governed by that Agreement) and a Court Order for costs against your opponent helps you only to the extent that those costs are actually recovered. If your opponent is in receipt of Legal Funding, it is likely that you will not be permitted by the Court to recover your costs from your opponent.

If you are successful and the costs are paid by the other party, we shall be able to claim interest on those costs from the date when the costs' Order is made. We shall retain this interest in relation to any of our charges which have not been requested and paid for on account by you.

In cases where disbursements are funded by a loan arranged through a bank or other third party lender, you will not be entitled to recover the interest levied by the lender from an unsuccessful opponent. The interest due on that loan will be deducted from any compensation that we recover on your behalf, before we account to you. We shall also be entitled, at our discretion, to utilise all or part of any compensation monies recovered from your opponent, to discharge such debt and interest in advance of receiving any monies from an unsuccessful opponent in respect of costs.

Recovering Damages from your Opponents

We shall be entitled, at our discretion, to utilise all or part of any compensation monies recovered from your opponent, to discharge any costs, disbursements, debts owing to the firm, debts owing to others and interest, in advance of receiving any monies from an unsuccessful opponent in respect of costs.

We shall also be entitled at our discretion to pay any damages cheque received from your opponent made payable to yourself, into a Designated Deposit Account in the joint names of yourself and the firm, and to retain such sums until we have recovered our costs in full from your opponent. In the event that costs are not recovered, either in part or in full, we shall be

entitled to utilise the funds standing to the credit of any such account to discharge our own fees, Vat and disbursements, or any shortfall.

Losing Your Case

If you lose your case, you may be ordered to pay your opponent's costs as well as having to be responsible for your own costs.

In some circumstances, it is possible to take out insurance (called "After the Event Insurance") which would offer you some protection against the costs awarded to a successful opponent and possibly in respect of your own disbursements. If you would like us to explore the possibility of covering your matter under such a Policy, please ask the Fee Earner who is handling your case.

The Action

We will discuss with you whether we consider you to have reasonable prospects (subject to further investigations being made) of success in an action against your opponent. We will endeavour to try and settle the matter out of Court, if we consider that a solution which is in your interests can be achieved by this means, although sometimes it is inevitable that a Hearing will be necessary at which evidence will have to be given.

Sometimes, particularly in personal injury cases, the entire blame may not rest with an opponent, and a finding of contributory negligence might be made against the claimant. This would have the effect of reducing the total compensation by a percentage decided by a Court. In your case, we will have given you an indication of our view at our first meeting, although we cannot be certain at an early stage what allegations of contributory negligence might be made.

Ministry of Justice Online Claims Portal.
Road Traffic Accident Online Claims Portal.

The on-line claims process is for all RTA claims where the injury element is worth at least £1,000.00 but no more than £25,000.

Under the claims process, there are three stages, all of which carry fixed Solicitors costs as follows:-

Fixed costs in relation to the RTA Protocol

Where the value of the claim for damages is not more than £10,000		**Where the value of the claim for damages is more than £10,000, but not more than £25,000**	
Stage 1 fixed costs	£200	Stage 1 fixed costs	£200
Stage 2 fixed costs	£300	Stage 2 fixed costs	£600
Stage 3 - Type A fixed costs	£250	Stage 3 - Type A fixed costs	£250
Stage 3 - Type B fixed costs	£250	Stage 3 - Type B fixed costs	£250
Stage 3 - Type C fixed costs	£150	Stage 3 - Type C fixed costs	£150

You are responsible for these fees, although we will seek to recover it from the Defendant in the first instance. This is the case even if we represent you on a CFA.

1. **Stage 1:**

A detailed form is completed and submitted electronically to the Defendant Insurer. The Defendant has 15 business days to admit liability.

If the Defendant does not admit liability within the 15 business days (i.e., either fails to respond or denies liability) the case will fall out of the on-line process and will then be covered by the 'Fixed Recoverable Costs Regime (FRC) for road traffic accidents (see below).

2. **Stage 2:**

If liability is admitted within the 15 business days referred to above, we shall obtain medical evidence on the injuries you sustained and we shall also quantify the claim with regard to financial losses etc. Thereafter, we shall send a 'settlement pack' to the Defendant's representative, together with an offer (i.e., our valuation of your claim). The Defendant has 15 business days either to accept the offer or to make a counter offer.

If a counter offer is not acceptable to you, we can make a further offer. However, if settlement is not possible, then your case will proceed to stage 3 (see below). At the conclusion of stage 2, we are entitled to a fixed fee (see above table), plus any disbursements we have incurred on your behalf. Whilst the Defendants are obliged to pay this, you remain primarily responsible under our retainer with you, even if we represent you on a CFA.

3. **Stage 3:**

If there has been no agreement on the value of the claim, and offers have not been accepted by either side, then the claim will proceed to a Court Hearing, and this can occur in one of two ways:-

i) A Paper Hearing - in effect, the Court sees all the papers in the case and makes its own decision as to what damages you should be awarded. If the case proceeds in this way, we will receive a fixed fee (see above table).

ii) An Oral Hearing - the Judge will hear oral submissions from both sides, and make a decision on what damages you should be awarded. If the case proceeds in this way, we will receive a fixed fee (see above table). Again, you are primarily responsible for these costs, even under a CFA, but we would expect to make a full recovery from the Defendants.

Success fee

If we represent you under a CFA, in addition to the fixed fees referred to above, we are also entitled to a success fee. From 1st April 2013, our success fee can no longer be recovered from the Defendant. If we represent you under a CFA, our success fee would be taken from your damages if your claim was successful. The maximum we are allowed to take from your damages is capped at 25%.Our success fee cannot be more than 100% our basic charges also.
There are numerous ways your claim might exit the online claims portal process. If this occurs, your claim would then fall into the 'Fixed Recoverable Costs Regime (FRC) for road traffic accidents.

Fixed recoverable costs regime (FRC)

The fixed costs regime (FCR) for road traffic accidents applies to all cases where the damages for injury are at least £1,000 and no more than £25,000.
The fixed costs recoverable under the FCR are dependent upon the value of the claim and the stage of which the claim settles are per the table shown below:-

Fixed costs where a claim no longer continues under the RTA Protocol

A. If Parties reach a settlement prior to the claimant issuing proceedings under Part 7

Agreed damages	At least £1,000, but not more than £5,000	More than £5,000, but not more than £10,000	More than £10,000, but not more than £25,000
Fixed costs	The greater of— (a) £550; or (b) the total of— (i) £100; and (ii) 20% of the damages	The total of— (a) £1,100; and (b) 15% of damages over £5,000	The total of— (a) £1,930; and (b) 10% of damages over £10,000

B. If proceedings are issued under Part 7, but the case settles before trial

Stage at which case is settled	On or after the date of issue, but prior to the date of allocation under Part 26	On or after the date of allocation under Part 26, but prior to the date of listing	On or after the date of listing but prior the date of trial
Fixed costs	The total of— (a) £1,160; and (b) 20% of the damages	The total of— (a) £1,880; and (b) 20% of the damages	The total of— (a) £2,655; and (b) 20% of the damages

C. If the claim is disposed of at trial

Fixed costs	The total of— (a) £2,655; and (b) 20% of the damages agreed or awarded; and (c) the relevant trial advocacy fee

D. Trial advocacy fees

Damages agreed or awarded	Not more than £3,000	More than £3,000, but not more than £10,000	More than £10,000, but not more than £15,000	More than £15,000
Trial advocacy fee	£500	£710	£1,070	£1,705

You are responsible for these fees, although we will seek to recover it from the Defendant in the first instance. This is the case even if we represent you on a CFA.

Success fee

If we represent you under a CFA, in addition to the fixed fees referred to above, we are also entitled to a success fee. From 1st April 2013, our success fee can no longer be recovered from the Defendant. If we represent you under a CFA, our success fee would be taken from

your damages if your claim was successful. The maximum we are allowed to take from your damages is capped at 25%.Our success fee cannot be more than 100% our basic charges also.

Employers Liability and Public Liability Online Claims Portal.

The on-line claims process is for all EL/PL claims where the accident took place aster 31st July 2013 where the injury element is worth at least £1,000.00 but no more than £25,000. Under the claims process, there are three stages, all of which carry fixed Solicitors costs as follows:-

Fixed costs in relation to the EL/PL Protocol

Where the value of the claim for damages is not more than £10,000		**Where the value of the claim for damages is more than £10,000, but not more than £25,000**	
Stage 1 fixed costs	£300	Stage 1 fixed costs	£300
Stage 2 fixed costs	£600	Stage 2 fixed costs	£1300
Stage 3 - Type A fixed costs	£250	Stage 3 - Type A fixed costs	£250
Stage 3 - Type B fixed costs	£250	Stage 3 - Type B fixed costs	£250
Stage 3 - Type C fixed costs	£150	Stage 3 - Type C fixed costs	£150

You are responsible for these fees, although we will seek to recover it from the Defendant in the first instance. This is the case even if we represent you on a CFA.

1. **Stage 1:**

A detailed form is completed and submitted electronically to the Defendant Insurer. The Defendant has 30 business days to admit liability in an Employers Liability claim and has 40 business days to admit liability in a Public Liability claim.

If the Defendant does not admit liability within the above time frame (i.e., either fails to respond or denies liability) the case will fall out of the on-line process and will then be covered by the 'Fixed Recoverable Costs Regime (FRC) for Employers Liability and Public Liability Claims (see below).

2. **Stage 2:**

If liability is admitted within the time frame referred to above, we shall obtain medical evidence on the injuries you sustained and we shall also quantify the claim with regard to financial losses etc. Thereafter, we shall send a 'settlement pack' to the Defendant's representative, together with an offer (i.e., our valuation of your claim). The Defendant has 15 business days either to accept the offer or to make a counter offer.

If a counter offer is not acceptable to you, we can make a further offer. However, if settlement is not possible, then your case will proceed to stage 3 (see below). At the conclusion of stage 2, we are entitled to a fixed fee (see above table), plus any disbursements we have incurred on your behalf. Whilst the Defendants are obliged to pay this, you remain primarily responsible under our retainer with you, even if we represent you on a CFA.

3. **Stage 3:**

If there has been no agreement on the value of the claim, and offers have not been accepted by either side, then the claim will proceed to a Court Hearing, and this can occur in one of two ways:-

i) A Paper Hearing - in effect, the Court sees all the papers in the case and makes its own decision as to what damages you should be awarded. If the case proceeds in this way, we will receive a fixed fee (see above table).

ii) An Oral Hearing - the Judge will hear oral submissions from both sides, and make a decision on what damages you should be awarded. If the case proceeds in this way, we will receive a fixed fee (see above table). Again, you are primarily responsible for these costs, even under a CFA, but we would expect to make a full recovery from the Defendants.

Success fee

If we represent you under a CFA, in addition to the fixed fees referred to above, we are also entitled to a success fee. From 1st April 2013, our success fee can no longer be recovered from the Defendant. If we represent you under a CFA, our success fee would be taken from your damages if your claim was successful. The maximum we are allowed to take from your damages is capped at 25%.Our success fee cannot be more than 100% our basic charges also.

There are numerous ways your claim might exit the online claims portal process. If this occurs, your claim would then fall into the 'Fixed Recoverable Costs Regime (FRC) for Employers Liability and Public Liability Claims.

Fixed recoverable costs regime (FRC)

The fixed costs regime (FCR) for Employers Liability and Public Liability accidents applies to all cases where the damages for injury are at least £1,000 and no more than £25,000. The fixed costs recoverable under the FCR are dependent upon the value of the claim and the stage of which the claim settles are per the tables shown below:-

Fixed costs where a claim no longer continues under the EL/PL Protocol – employers' liability claims

A. If Parties reach a settlement prior to the claimant issuing proceedings under Part 7

Agreed damages	At least £1,000, but not more than £5,000	More than £5,000, but not more than £10,000	More than £10,000, but not more than £25,000
Fixed costs	The total of— (a) £950; and (b) 17.5% of the damages	The total of— (a) £1,855; and (b) 12.5% of damages over £5,000	The total of— (a) £2,500; and (b) 10% of damages over £10,000

B. If proceedings are issued under Part 7, but the case settles before trial

Stage at which case is settled	On or after the date of issue, but prior to the date of allocation under Part 26	On or after the date of allocation under Part 26, but prior to the date of listing	On or after the date of listing but prior the date of trial

Fixed costs	The total of— (a) £2,630; and (b) 20% of the damages	The total of— (a) £3,350; and (b) 25% of the damages	The total of— (a) £4,280; and (b) 30% of the damages

C. If the claim is disposed of at trial

Fixed costs	The total of— (a) £4,280; (b) 30% of the damages agreed or awarded; and (c) the relevant trial advocacy fee

D. Trial advocacy fees

Damages agreed or awarded	Not more than £3,000	More than £3,000, but not more than £10,000	More than £10,000, but not more than £15,000	More than £15,000
Trial advocacy fee	£500	£710	£1,070	£1,705

Fixed costs where a claim no longer continues under the EL/PL Protocol – public liability claims

A. If Parties reach a settlement prior to the claimant issuing proceedings under Part 7

Agreed damages	At least £1,000, but not more than £5,000	More than £5,000, but not more than £10,000	More than £10,000, but not more than £25,000
Fixed costs	The total of— (a) £950; and (b) 17.5% of the damages	The total of— (a) £1,855; and (b) 10% of damages over £5,000	The total of— (a) £2,370; and (b) 10% of damages over £10,000

B. If proceedings are issued under Part 7, but the case settles before trial

Stage at which case is settled	On or after the date of issue, but prior to the date of allocation under Part 26	On or after the date of allocation under Part 26, but prior to the date of listing	On or after the date of listing but prior the date of trial
Fixed costs damages	The total of— (a) £2,450; and (b) 17.5% of the damages	The total of— (a) £3,065; and (b) 22.5% of the damages	The total of— (a) £3,790; and (b) 27.5% of the damages

C. If the claim is disposed of at trial

Fixed costs	The total of— (a) £3,790; (b) 27.5% of the damages agreed or awarded; and (c) the relevant trial advocacy fee

D. Trial advocacy fees

Damages agreed or awarded	Not more than £3,000	More than £3,000, but not more than £10,000	More than £10,000, but not more than £15,000	More than £15,000

Trial advocacy fee	£500	£710	£1,070	£1,705

You are responsible for these fees, although we will seek to recover it from the Defendant in the first instance. This is the case even if we represent you on a CFA.

Success fee

If we represent you under a CFA, in addition to the fixed fees referred to above, we are also entitled to a success fee. From 1st April 2013, our success fee can no longer be recovered from the Defendant. If we represent you under a CFA, our success fee would be taken from your damages if your claim was successful. The maximum we are allowed to take from your damages is capped at 25%.Our success fee cannot be more than 100% our basic charges also.

(c) Non-contentious Matters

How Our Fees Are Calculated

Because of the uncertainties of legal work, it is hard to estimate our fees in advance. They have to be fair and reasonable and the following are some of the factors taken into account in assessing them:-

(a) The complexity of the matter.
(b) The skill, labour, specialised knowledge and responsibility involved.
(c) The time spent on the matter.
(d) The number and importance of the documents involved.
(e) The place and circumstances in which the business is transacted.
(f) The amount or value of any money or property.
(g) The importance of the matter to you and any special priority you ask us to give it.

In preparing your bill, we shall take all the above factors into account. We keep records of the time spent on each client's file to help us prepare bills. However, the total time is not the sole deciding factor in many cases.

If an indication of charges is given in advance, please note that it is an estimate and is approximate only. Estimates are given on the assumption that the matter is not, or does not become, unusually urgent, complicated or time-consuming!

Our charging rate is as set out later in these Terms and Conditions, plus V.A.T. Our fees are based mainly on the time spent by partners and staff acting for our clients. This includes: time spent on interviews; drafting of documents; reading and research; preparing and working on papers and correspondence; telephone calls; and any time spent travelling or waiting whilst on clients' business; other work reasonably undertaken.

In addition to measured periods of time for e.g. interviews, drafting, etc., we apply a minimum unit of six minutes to each letter and telephone call, with short letters or emails written or received and telephone calls charged at this rate. Our hourly rates are regularly reviewed. We shall tell you when the rate changes.

The time so recorded is costed according to a formula, which gives a charging rate or cost per hour for undertaking work on clients' behalf, according to the level of fee-earner allocated to the client's matter (the 'charging rate').

In matters in which there is a value element (e.g. conveyancing or the administration of the estate of a deceased person) we may, in addition to the above, charge a fee of up to 1% of that value. For example, in the case of an estate with a net value of £200,000, a fee of up to £2,000 may be charged in addition to the work carried out on an hourly charging rate.

In conveyancing matters involving the loan of money on mortgage by a Bank, Building Society or other lender, it is difficult for us to quantify what work might be involved in connection with the mortgage at the point when we give you an estimate or indication of our charges. Consequently, our estimate or indication of charges will not include work in acting on behalf of a mortgage lender, and we reserve the right to charge for this on a private basis in accordance with our published rates. However, in the event of a mortgage offer specifying what legal fees would be payable to an independent conveyancer for acting for the lender in relation to the mortgage transaction, our fee for doing so will not exceed such figure, plus VAT.

How to Keep Track of Fees

If appropriate, we shall advise you at the outset as to the best method of financing your matter.

You may wish to set an initial upper limit on the fees to be incurred, above which we would not carry out any work without your permission.

In some matters, it may be possible to agree a fixed fee in advance.

Payment of Fees and Expenses

As your matter progresses, we may need to pay out various expenses (known as disbursements) on your behalf. These include items such as search fees, Land or Probate Registry fees and fees due to other people. VAT is payable on certain disbursements. We have no obligation to pay disbursements, unless you have provided us with the funds for that purpose.

Because of the above, and the fact that legal matters take time, it is our standard practice to ask for money in advance from clients to cover fees and disbursements. In most instances, we would ask you to let us have the sum of £250.00 on account of those matters unless our instructions relate to commercial matters when we would ask you to let us have the sum of £350.00 on account. Please forward the appropriate sum to us immediately upon receipt of our Client Care letter, to enable us to commence work on your behalf.

In property transactions, our bill, (together with a statement of funds due to us, or to you) will normally be forwarded to you well in advance of the date of completion. This will enable you to make payment to us at least seven working days before the completion date. We reserve the right not to complete a property transaction unless all fees and disbursements requested are paid at least seven working days before the completion date.

In any matter where it becomes necessary for the firm to organise the transfer of telegraphic funds, then a charge of £25.00 plus vat will be made for each such service. In addition, a Bank charge will be incurred by way of disbursement, currently £12.00, exclusive of vat.

Fees are payable whether or not the matter is successfully concluded or completed. If, for any reason, the matter does not proceed to completion, we are entitled to charge for the work done on the basis set out above.

In matters which are likely to continue for some time, clients often like to make regular payments on account by way of a bank standing order. (Please ask if you wish to use this method of

payment). Your standing order should be made in favour of "J.W. Hughes & Co, Client Premium Deposit Account" account details are available upon request.

If you have used the services of an Estate Agent to sell your property, you authorise us to discharge any invoice or fee note rendered by that agent out of the proceeds of sale, without the need to take your instructions thereon.

If you anticipate any difficulty whatsoever about paying our fees, please raise this with us at the outset. There are several ways in which we may be able help you with this problem, which may include payment by credit card.

The Government's "Green Deal" initiative can sometimes affect either a sale or purchase of property. Estimates of our charges for acting in a conveyancing transaction are based on the assumption that a property is not affected by matters registered against it under this initiative. If this assumption is shown to be incorrect, we shall charge for any work associated with the Green Deal on a time basis, as provided elsewhere in these Terms, and at the rates appropriate to the fee earner who is handling the transaction or who has conduct of that aspect of the work (if different from the fee earner who is handling the transaction), such charges being in addition to those estimated for the work involved in the remainder of the transaction.

Conveyancing Quality Scheme

If you instruct us in relation to a conveyancing matter you authorise us to act in accordance with the Law Society Conveyancing Protocol.

Property disclaimers

If we are acting for you in relation to a property transaction, we will not carry out a physical inspection of the property. We would advise you that you should arrange for a full structural survey of any property that you purchase, but it will be your responsibility to notify us in writing if you do not wish us to exchange contracts until such survey has been received.

We will not advise on the valuation of the property, nor the suitability of your mortgage, nor any other financial arrangements.

Unless you have arranged for a lender to insure any property that you are buying, we would advise you that your liability for the property arises at the point of exchange of contracts and that you should take steps to arrange for insurance cover to commence from that moment onwards.

We will not advise on environmental liabilities where we shall assume, unless you tell us in writing to the contrary, that you are making your own arrangements for any appropriate environmental survey or investigations. We may, however, need to obtain on behalf of your lender at your expense an environmental search, as well as other searches.

Speaking to your Lender

If you have instructed us in connection with the purchase or re-mortgaging of property, it is likely that we will also be acting for your proposed lender in the transaction. This means we have a duty to make full disclosure to the mortgagee of all relevant facts relating to you, your purchase and mortgage. That will include disclosure of any discrepancies between the mortgage application and information provided to us during the transaction, and any cash-back payments or discount schemes which a seller is providing you. If a conflict of interest arises, we must cease to act for you in this matter.

In the case of a sale, you also authorise us to correspond with your current Mortgage Lender and to disclose to them any information which we deem it appropriate to give to them.

C. All Clients

Handling our clients' money

The Professional rules about this are detailed and strict.

We cannot pay out money on your behalf until we are in possession of cleared funds. Any cheques must therefore be received by us at least seven working days before the money is to be paid out. If a longer clearance period is required, we shall advise you nearer the date.

Similarly, if we receive cheques for you, they have to be cleared through our Bank before we can pay you.

Where we hold funds on your behalf for any reason, and you owe us money in any matter, we reserve the right to use such funds in settlement.

Any money received on behalf of clients will be usually (but not always) held in our client account. Subject to certain minimum amounts and periods of time as was set out in the SRA Accounts Rules 2011, interest will be calculated and paid to you at the rate from time to time payable on HSBC Bank Plc's designated client or deposit accounts. However, as the holding of your funds is incidental to carrying out your legal instructions, this rate is unlikely to be as high as the rate you might personally obtain when depositing money. The period for which interest will be paid will normally run from the date(s) on which funds become cleared for interest purposes (usually seven working days after the cheque or draft has been deposited with our bank) until the date(s) of issue of any cheque(s) from our client account. For amounts received by debit or credit card, interest will start to accrue from the date of actual receipt (usually three working days after the transaction has been authorised). For direct transfers or same day payments funds become cleared on the day after receipt. Interest will be calculated on a daily basis on amounts held overnight from the day the funds become cleared for interest purposes. Interest will not be paid if the sum of money held by us does not exceed the amount shown in the left column below for a period of time not exceeding that shown in the right column:

Amount	Period
£1,000	8 weeks
£2,000	4 weeks
£10,000	2 weeks
£20,000	1 week

However, you agree that we may retain the first £20 of each amount of interest as and when calculated to help us cover the administrative expenses of arranging these calculations and payments. Interest will be calculated at the end of the matter and will only be credited at that date.

Interest on general client account is paid without any deduction of income tax. As such, it is your responsibility to inform HMRC of the amount of interest received from us, and the implications of this will depend upon your own financial circumstances. Interest on a separate designated client account is usually paid net of tax (unless you have signed a declaration confirming your entitlement to receive bank interest gross). Under the European Savings Directive Regulations 2003/48/EC we are required to inform HMRC of interest payments to "relevant payees" and "residual entities" in

prescribed territories. If you reside outside the UK and EC we are required to deduct income tax at the current basic rate and account for it directly to HMRC.

Where monies are held outside our client account or a separate designated client account, the rate of interest and date when interest is credited will depend on the institution where those funds are held and as such fall outside the above firm policy.

Where you obtain borrowing from a lender in a property transaction, we may ask the lender to arrange that the loan cheque is received by us a minimum of seven working days prior to the completion date. If the money can be sent by CHAPS, we may request that we receive it the day before completion. This will enable us to ensure that the necessary funds are available in time for completion. You need to be aware that the lender may charge interest from the date of issue of their loan cheque or the transfer of the payment, and may also charge a CHAPS transfer fee.

You authorise us to deal with any monies or cheques received on your behalf, including payment of cheques into our client Account or a separate designated client account in the joint names of yourself and our firm and those cheques are made payable either to ourselves or yourselves, and to deal with the monies in accordance with the Solicitors Accounts Rules.

We are obliged to comply with the Money Laundering provisions of the Proceeds of Crime Act 2002 and must reserve the right to give such money laundering notice as we consider appropriate under the terms of the Act.

Liability for Client Monies if a Bank collapses

Client monies will be held with HSBC. In the unlikely event of a bank failure, we would require consent for the disclosure to the FSCS (Financial Services Compensation Scheme) of your details. If you do not give consent you will not be able to receive compensation from the FSCS.

The FSCS limit of £75,000 applies to individual clients. However, if you hold other personal monies yourself in the same bank, the limit remains £75,000 in total. For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £75,000 each (making a total of £150,000).

It is important to note that some deposit taking institutions have several brands, i.e. where the same institution is trading under different names. You should check either with your own bank, the FCA or a financial adviser for more information.

It is unlikely that we will be held liable for losses resulting from a banking failure.

Charging Rates

Private Police Station / Magistrates' / Crown Court Work

	Grade of Fee Earner	Hourly Rate
A	Solicitors with 8 years' experience after qualification	£201
B	Solicitors with over 4 years' experience after qualification	£177
C	Other solicitors and legal executives and other staff of equivalent experience	£146
D	Trainee solicitors and other staff of equivalent experience	£111

Private Non-contentious, Wills and other Private Matters

	Grade of Fee Earner	Hourly Rate
A	Solicitors with 8 years' experience after qualification	£201
B	Solicitors with over 4 years' experience after qualification	£177
C	Other solicitors and legal executives and other staff of equivalent experience	£146
D	Trainee solicitors and other staff of equivalent experience	£111

Litigation (these rates are set by the Court):

	Grade of Fee Earner	Hourly Rate
A	Solicitors with 8 years' experience after qualification	£201
B	Solicitors with over 4 years' experience after qualification	£177
C	Other solicitors and legal executives and other staff of equivalent experience	£146
D	Trainee solicitors and other staff of equivalent experience	£111

Matrimonial and Family:

Grade of Fee Earner	Hourly Rate
All categories of fee earner (A,B,C,& D)	£190

Costs on Account

When we first see a privately paying Client we usually ask for money on account of costs before commencing any work, unless the work is being undertaken on a conditional fee basis.

Payment of Bills

Our bills must be paid within twenty-eight days. Failure to do so will result in interest being charged as set out below, or the current rate prescribed by the Court, whichever is the higher. We are also entitled, in certain circumstances, to retain papers, documents etc. until payment of any money due to us from you.

We accept the following types of payment:

(a) Cash (up to £1,000)
(b) Cheques made payable to "J W Hughes & Co" Debit Cards (no fee)
(c) Credit Cards (subject to such fees as are charged by the Credit Card Company inclusive of vat)

We may charge interest on unpaid bills from one month after delivery of the bill on a daily basis at the rate specified in the Late Payment of Commercial Debts (Rate of Interest) (No.3) Order 2002 currently 8% over HSBC Bank Plc's base rate.

We reserve the right to cease acting for clients whose bills remain unpaid for an unreasonable time or those who do not provide costs on account when requested.

Acts of Parliament and regulations give our clients procedures for challenging a solicitor's bill.

For non-contentious work (legal work which does not involve court proceedings, e.g. conveyancing and probate), sections 70, 71 and 72 of the Solicitors Act 1974 set out your rights in relation to having the bill assessed by the court.

If the whole of the bill has not been paid we are entitled to charge interest on the outstanding amount of the bill in accordance with article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009.

An application to the court must be made within one month of the delivery of the bill.

In matters which are likely to continue for more than a month or so, we reserve the right to render interim accounts at regular intervals. This helps clients to budget for fees as the matter progresses. If you have not paid such an interim account within 28 days, we reserve the right either to suspend work on your case (and in contentious matters we would serve a Notice of Change of Solicitor) or to terminate our retainer and not act further in the matter. The full value of the work done up to each interim account date will be the subject of a final account and will be a debt due from you.

Taxation

The firm does not give any advice on matters relating to taxation and you should seek such advice or guidance from your own accountant or other suitable professional advisor.

Financial Services

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 mediation 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 the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at https://register.fca.org.uk

Proceeds of Crime Act 2002

a) Proof of Identity

In order to comply with the law on money laundering, we need to obtain evidence of your identity as soon as practicable. We shall ask you to provide us with documents to verify your identity and address.

b) Confidentiality

Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. This obligation, however, is subject to a statutory exception: recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency (NCA). Where a solicitor knows or suspects that a matter being handled on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure. If this happens, we may not be able to inform you that a disclosure has been made or of the reasons for it.

c) Cash

Our firm's policy is to only accept cash up to £1,000.

If Clients circumvent this policy by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.

d) General matters arising under Proceeds of Crime Act 2002

In addition to your obligation to give full and frank disclosure of your financial and personal circumstances, the Proceeds of Crime Act 2002 ("the Act") creates a number of offences relating to the proceeds of crime which include making it a criminal offence for you to enter into a financial settlement with your husband/wife/partner if you know that any income, capital or property of whatever nature which you and/or your husband/wife/partner receives or retains as part of the settlement represents the proceeds of crime. The proceeds of crime are any money/property/asset which has arisen as a result of any crime. The proceeds of crime include for example, monies (however low in value) saved as a result of tax evasion or benefit fraud whether that money has been saved or spent.

If your solicitor becomes aware of or suspects the existence of the proceeds of crime in your matter (whether from you or any other person), in order to enable the solicitor (or any other solicitor) to continue with your matter without you and s/he committing an offence under the Act, your solicitor must report the irregularity to the NCA. NCA will then either give or withhold permission for your solicitor to continue with the case. Even if NCA gives permission for the case to continue, it can pass the information received to any relevant body such as the Inland Revenue and an investigation may take place at any time in the future.

It follows from the above that, if you have any concerns about irregularities in your financial position or that of your husband/wife/partner, you may wish to seek specialist accountancy advice to correct those irregularities before the financial issues arising from the breakdown of your marriage/relationship begin to be resolved. Be aware that accountants are also required to comply with the provisions of the Act.

If your own financial irregularities or those of your husband/wife/partner are not corrected before you consult a solicitor and/or you do not tell your solicitor the correct position about your financial affairs or those of your husband/wife/partner, if your solicitor becomes aware of such irregularities during the course of the case, in certain circumstances s/he and you are required by the Act to disclose those irregularities to NCA. Further, in certain circumstances, your solicitor may have to make a report to NCA without telling you that he has done so. Accordingly, one consequence of not telling your solicitor about irregularities in your family's financial circumstances would be to find that s/he is required to inform NCA of the correct position without discussing the matter with you. In rare circumstances, one consequence of this could be that you resolve your financial relationship with your husband/wife/partner only to find you then become subject to an Inland Revenue investigation and/or criminal proceedings.

As your solicitors, the obligations we have under the Act can in certain circumstances override the duty of solicitor/client confidentiality.

If any fee earners engaged in your matter spend time in addressing issues arising from the Act, that time will be charged in the same manner as any other work undertaken in relation to your case.

Authority to Audit

As part of our continuing commitment to providing a high quality of service to all our clients, J W Hughes & Co maintains accreditation with several organisations and quality schemes. The audit procedure laid down by such organisations and schemes may require examination of clients' confidential files from time to time under strictly controlled circumstances and only to duly appointed and qualified individuals. Acceptance of these terms and conditions by you is deemed to include consent to such disclosure, which may be withdrawn by you in writing at any time.

If the matter which we are handling on your behalf is covered under the terms of a legal expenses insurance policy (either before or after the event) the Insurers may wish to have sight of or access to our files for use in conjunction with costs and other matters, such as audit. Acceptance of these terms and conditions by you is deemed to include consent to such disclosure (to include sending your file to the insurance company or its appointed agent), which may be withdrawn by you in writing at any time.

Privacy Notice

We may use your personal data (as defined by the Data Protection Act 1998) for the purpose of client identity verification, the provision of any of our services, the administration of files and records, legal and regulatory compliance and the marketing and promotion of our services, as well as informing you of relevant news and legal developments. The information will be held in hard copy and electronic form.

Our work for you may require us to provide information to third parties such as expert witnesses and other professional advisers. Any third party to whom we disclose information about you will be under an obligation to keep your information secure and not to use it for any purpose other than that for which it was disclosed. We may also disclose your personal data to third parties from whom we are buying a business/assets or to whom we are selling some or all of our business/assets as part of any due diligence process. Your personal data may subsequently be transferred to such third parties.

We may also be under a duty to disclose your personal data as part of our legal or regulatory obligations. We may need to disclose data to third parties in order to comply with those requirements or to prevent fraud or money laundering.

In certain circumstances your personal data may be transferred outside the European Economic Area (EEA) where data protection legislation may not offer the same protection as within the EEA. If you would prefer that we did not transfer your personal data outside the EEA please write to the partner responsible for your work.

Where you are acting as an agent or as a trustee, you agree to advise your principal or the beneficiary of the trust that their personal information will be dealt with on these terms. Unless you inform us otherwise, by disclosing any personal information to us about the principal or the beneficiary, we will assume you have obtained consent for the use of such information on these terms.

You have the right to access personal data we hold about you on payment of a fee of £10 and subject to some exceptions. If you would like to obtain this data please contact the data protection officer in writing stating what data you require. (It would be helpful if you would include the words 'Data Protection Act' or 'Subject Access Request' in the heading of your letter.)

By signing our Client Care Letter/Letter of engagement (which incorporates by reference our terms and conditions of business) you signify your consent to us using the facts and details of your matter/case (whilst always keeping your identity anonymous) for publicity purposes on social media/blogs and the press. However, we would seek your explicit consent, to the use of your personal details (i.e. so that you can be personally identified). We do however reserve the right to hold personal information provided to us at the outset of your matter until such time as the Client Care Letter/Letter of engagement has been signed.

If you do not wish us to process your personal data for marketing purposes, or if you do not wish to receive marketing emails or texts, please advise Mr Alun Wyn Thomas in writing as soon as possible.

Electronic verification provisions

We may obtain information about you from third parties in order to verify your identity.

In performing these checks, personal information provided by you may be disclosed to that third party who may keep a record of that information. A credit check will not be performed and your credit rating will be unaffected.

All information provided by you will be treated securely and strictly in accordance with the Data Protection Act 1998.

Confidentiality in Children Act Proceedings

Any Children Act proceedings are confidential. This means that all documents for the case and what is said in court may not be disclosed to anyone who is not involved in the case without the permission of the court. Absolute confidentiality is required. Only the court can overrule that confidentiality and only where satisfied that it would be right to do so in the interests of children. Breach of confidentiality would amount to a contempt of court that is punishable by a fine or imprisonment.

Supervisory Arrangements

The supervisors in each category of work are set our below:

Matrimonial & Family	-	Mr P B Kentish
Crime	-	Mr J G Parry
Litigation & Personal Injury	-	Mr A W Thomas
Debt	-	Mr J G Parry
Conveyancing & Commercial work	-	Mr N J Passey
Wills & Probate	-	Mr N J Passey
Employment	-	Mr J G Parry

Equality and Diversity

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.

Company Registration

J W Hughes & Co LLP is a Limited Liability Partnership (Registered number OC392720) whose registered office is Bank House, Lancaster Square, Conwy, LL32 8AD. A List of members is available for inspection at our offices.

Regulation

J W Hughes & Co is a trading name of J W Hughes & Co LLP and is regulated by the Solicitors Regulation Authority. The firm's SRA numbers are 620933 (Conwy) and 621719 (Llandudno).

Our Liability

Your relationship is solely with the LLP, and the LLP has sole legal liability for the work done for you and for any act or omission in the course of that work. No member, consultant or employee of the LLP will have any personal legal liability for that work whether in contract, tort or negligence or otherwise. In particular, the fact that an individual member, consultant or employee signs in his or her own name any letter or other document in the course of carrying out that work that does not mean he or she is assuming any personal legal liability for that letter or document.

Claims may be brought only against J W Hughes & Co LLP and no claim shall be made against any member, employee, agent or consultant of J W Hughes & Co LLP. Each and every member, employee, agent or consultant shall be entitled to the benefit of this paragraph under the Contracts (Rights of Third Parties) Act 1999.

Unless otherwise agreed by at least two members of J W Hughes & Co LLP, all liability including without limitation any claims for negligence, breach of contract, breach of fiduciary duty, breach of confidence, or other breach of duty or of the data protection legislation or otherwise howsoever arising on the part of J W Hughes & Co LLP its members or employees or otherwise, which you may make arising out of any matter which we handled on your behalf shall be limited to £3million.

The amount referred to above includes, any damages, costs (other than defence costs) and interest that may be awarded against us.

No action (other than action arising from negligence causing death or personal injury) may be brought by you more than two years after the cause of the action has arisen.

If we are found to be jointly and severally liable to you with any other party, we shall only be liable to pay you the portion which is found to be fair and reasonable due to our fault. We shall not be liable to pay you the portion which is due to the fault of another party.

We will not be liable if any Loss is due to the provision of false, misleading or incomplete information or documents (save where we should reasonably have discovered the false, misleading or incomplete information or documents) or due to the acts or omissions of any person other than J W Hughes & Co LLP.

We do not accept any liability for the advice or other services provided by experts or service providers instructed by us on your behalf in connection with the engagement.

We neither owe nor accept any duty to any person other than you and we do not accept any liability or responsibility for any consequences arising from reliance upon our advice by any person

other than you. You agree to indemnify us against any liabilities, losses, damages, costs or expenses which we incur arising out of any claims brought against us by third parties out of or in connection with the engagement.

No person other than the parties to the engagement letter and their respective successors and assignees, shall have any right to enforce any of the provisions of the Terms of Business or the engagement letter, except to the extent expressly provided in the Terms of Business or the engagement letter.

If any part of these Terms of Business which seeks to limit liability (including provisions as to amount or time limits) is found by a Court to be void or ineffective on the grounds that it is unreasonable or does not accord with professional obligation, the remaining provisions shall continue to be effective.

Nothing in these Terms of Business seeks to limit or exclude our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.

J W Hughes & Co LLP maintains professional indemnity insurance cover in accordance with applicable regulatory requirements. Contact details of the insurers and the territorial coverage can be obtained by emailing carol@jwhlaw.co.uk

Complaints

J W Hughes & Co is committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received, we have a procedure in place which details how we handle complaints.

Complaints will be dealt with under the following protocol:

In the event of a complaint, you should raise the concern in the first place with the person dealing with the particular matter.

You should then contact the supervising Partner whose name will have been notified at the outset of the transaction.

The complaint should be put in writing explaining what action is requested.

If these steps do not resolve the problem you should contact the senior partner by telephoning or writing. He is Mr D C Roberts who is based at our Conwy Office.

A full copy of the practice's complaints procedure is available on request.

If the complaint is still not resolved at the end of this complaints process you have the right to refer your complaint to the Legal Ombudsman at Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ telephone 0300 555 0333; website: www.legalombudsman.org.uk. E-mail: **enquiries@legalombudsman.org.uk**. Their time limits for investigating complaints are:

1 Within six months of receiving a final response to your complaint; and
2 or within six years from the date of act/omission; or if outside this period
3 within three years from when you should reasonably have been aware of it

The act or omission, or when you should have reasonably known there was cause for complaint, must have been after 5 October 2010.

Referral arrangements

We may pay a referral fee for work to be referred to us. In such a situation we will inform you in writing and will tell you what fee we have paid. The advice which we give to you will be independent and we will treat you the same as any other client. You are free to raise questions on all aspects of your matter and any information which you disclose to us will be treated as confidential and not disclosed to the referrer or to any other third party without your consent. We will not act for the referrer in connection with the same matter in any way at all and you are under no obligation to instruct us in connection with the matter.

Communication

It is now the practice of this firm to obtain your e-mail address so that we can communicate with you by this means if we consider it appropriate. Periodically, we may also send you promotional e-mails about our services, newsletters etc.

You agree that we may (at our discretion) communicate with you by e-mail unless you explicitly advise otherwise. You can unsubscribe at any time by simply clicking "unsubscribe" on the e-mails we send.

We shall also use e-mail to communicate with third parties. We shall take reasonable care to ensure that no information relating to your matter is unintentionally disclosed. However, on rare occasions, such information might be inadvertently and unintentionally disclosed, and in such circumstances you agree that no complaint or claim will be made against our firm or any member of staff except in circumstances where such disclosure was intentional and contrary to your instructions.

Storage of Documents

We provide a free safe custody service to our clients for Wills, Deeds and other Securities.

As far as other documents are concerned, such as your file of papers and pre-registration Deeds and documents (where title to property has been registered at HM Land Registry) we retain these for as long as we decide, in our absolute discretion. A client who requires such papers to be kept for any specific period must give written notice to us.

Where stored documents and/or papers are retrieved by us at your request, no charge is usually made for such retrieval. However, whilst no charge is usually made, we nevertheless reserve the right to charge for retrieval work at our discretion.

We will retain any original documents, tapes or papers unless otherwise instructed. These will be destroyed in six years time with your file of papers. You can of course ask for the return of those documents at any time before the expiration of six years.

Ending our Services

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

We may decide to stop acting for you only with good reason. For example, if you do not pay an interim bill or there is a conflict of interest. We must give you reasonable notice that we will stop acting for you.

If you or we decide that we should stop acting for you, you will pay our charges up until that point on an hourly basis and expenses as set out in these terms and conditions.