TERMS AND CONDITIONS OF OXFORD LAW GROUP SOLICITORS

The Law Society obliges Solicitors to provide clients with certain information about the way that their professional business is undertaken. Please find detailed below our standard terms and conditions which set out the basis upon which we will carry out the work on your behalf.

Oxford Law Group is a Partnership and our main office is situated at 3 Frewin Chambers, Frewin Court, Cornmarket, Oxford OX1 3HZ. We also have a branch in Reading and our contact details can be found on the letter that we write to you following our first meeting. Our opening hours are Monday to Friday 9am to 5pm. These hours may vary slightly over the Christmas and New Year period, but you will be advised of these if your matter is still ongoing.

We are regulated by the Solicitors Regulation Authority of England and Wales http://www.sra.org.uk. Our membership number with the SRA is 312807. You can find further information on the Solicitors Regulation Authority's website and also that of the Law Society (http://www.lawsociety.org.uk) about Solicitors and how we operate.

We are registered for VAT with HM Customs and Excise. Our VAT registration number is: 718 3000 068.

Our Responsibilities

We must act in your best interests at all times. We must comply with our professional code, the Solicitors Code of Conduct 2007, the main principles of which are:-

1. To uphold the rule of law and proper administration of justice.
2. To act with integrity.
3. Not to allow our independence to be compromised.
4. To act in the best interests of each client.
5. To provide a good standard of service.
6. Not to behave in a way which is likely to diminish the trust the public places in us or our profession.

This document explains the basis on which all necessary work will be carried out. Whilst that does mean that this information sheet is lengthy, we hope the information will be useful.

1. Advice and Action

In our initial letter of advice which will follow this meeting we will set out what your objectives are, the issue or issues involved and the options available to you and what we believe is the most appropriate action. We will also confirm the costs basis of your instruction.

2. People responsible for your work

The details you need to know are as follows:-

(1) Once we are instructed your matter will be assigned to a fee earner and details will be given in your initial letter of advice.

(2) Other members of Oxford Law Group may assist that fee earner and that may include that fee earner's secretary. If another member of staff assists they may or may not be Solicitors but where they are not Solicitors you shall be informed. For example, a person may be a trainee Solicitor or a IP Executive (Paralegal).

(3) Once the matter is under way we will keep in touch with you by letter, email or telephone as your case progresses. If you request, letters to be sent to third parties will be sent to you for prior approval. They will be referred to as DRAFT and will not be sent out until you confirm that they can be sent.

(4) We will endeavour to answer your telephone calls promptly. However, because of work commitments, both in and out of the office during the day, your call may not be returned the same day. Alternatively, if it is urgent, it may be dealt with by another member of staff to enable a swift response.

(5) We will endeavour to update you with regards to the progress of your case on a monthly basis. There will be occasions where this may not be appropriate and we may telephone you to discuss matters.

(6) We try to avoid changing the people you are dealing with, but if it should seem appropriate at any stage for the matter to be referred to another member of Oxford Law Group, we will explain why that is suggested and arrange for an introduction.

(7) To help us keep in touch with you, please let me know as soon as possible if you change your address, telephone number or e-mail so that we can keep our records up to date.

We hope this is all the information you need to ensure we are able to keep in touch with each other during this matter.

3. Conflict

On making the appointment with us you would have been asked to provide details for a conflict check. This will be repeated after the initial visit. This is part of our procedure designed to prevent our acting for one client where there is or could be a conflict with the interests of another client for whom we are acting. If a conflict does arise we will have to decide whether we can continue to act for both parties, for one or for neither. In all circumstances we have to be satisfied it is reasonable for us to continue to act and you and the other party needs to be kept fully informed and give consent in writing to our continuing to act.

If at any time you become aware of an actual or potential conflict of interests, please raise it with us immediately. You can be assured that where we hold information which is confidential to you and material to the other client that no confidential information will be transmitted.

4. Further help

Whilst your matter progresses, it may be helpful to get some assistance from others outside Oxford Law Group. In particular it may be helpful or appropriate to involve experts who can advise on and help deal with certain aspects of your case, or instruct Counsel (a barrister) to advise or to represent you.

We will let you know if it seems appropriate to seek this further assistance and let you have details of who is involved. Advice from these sources may be given in writing, although a meeting may be arranged if appropriate.

5. Charges, expenses and funding

It is important to let you have details at the outset of how costs are incurred and any liability that might arise if you do not pay these costs. These are set out in the letter you will receive with your initial letter of advice and be particular to your case.

We time record the work that we do for you. The time recording is split into ten units per hour i.e. one unit = six minutes, one hour is ten units and fractional units are rounded up to the next whole unit. For the avoidance of doubt, a telephone call received from you or a third party or made to you regarding your case is recorded as one unit if it is under six minutes and by number of units if it exceeds that amount of time. Our hourly rates are reviewed from time to time and if there are changes that affect you, we will obviously let you know.

It is difficult at the early stages of a case to provide you with an accurate estimate in relation to the amount of work that will be required on your case and, in the case of privately funded clients, what the cost of that work will be. If you are a privately paying client we do require money on account of costs at the initial stage. As the work progresses we may need to ask for further payments on account of costs and disbursements.

Payment of our invoices must be made within 28 days of our invoice being sent to you. With that invoice there will be a covering letter detailing the ways in which payment can be made. We reserve the right to claim statutory interest at the rate of 8% above the Bank of England reference rate in force on the date the debt becomes overdue and at any subsequent rate where the reference rate changes and the debt remains unpaid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002.

There may be a situation where another party agrees or is ordered to pay our fees. The primary liability is nonetheless yours and should they not pay for whatever reason, then we will have to recover our fees from you.

6. Client Money

Where we receive money from you which is to be applied on your behalf, it will be held in a separate client bank account, which will be subject to the provisions of The Solicitors Accounts Rules. Deposit interest paid to UK residents by us will be paid without deduction of tax. It is your responsibility to declare funds so received for tax purposes. As required by the Solicitors Accounts Rules, money held by us will be taken in payment or part payment of our invoices within fourteen days of the date of the invoice unless that money is held for any other purpose.

Where we make payment of money to you, or to any other person on your behalf, it will usually be by cheque sent in the ordinary post, or an electronic funds transfer (e.g. via CHAPS or BACS). There will be a charge for the electronic funds transfer. Whichever payment method is used, we do not accept any responsibility or liability for any losses arising in respect of any interception, appropriations, misuse or delay in receipt.

7. Documents & Confidentiality

It is important that you keep all documents which relate in any way to your matter safe. We make every effort to do the same. After completing the work, we are entitled to keep all papers and documents relating to your case while there is money owing for charges and expenses. Solicitors refer to this entitlement as a lien. We keep papers (except for any papers you ask to be returned to you) for a statutory period and we keep the file on the understanding that we have the authority to destroy it (automatically and without further recourse to you) after this time. Documents you ask to deposit in safe custody, such as Wills and Deeds, will not, of course, be destroyed.

If it becomes necessary to retrieve papers or documents from storage in relation to continuing to act on your behalf or taking new instructions from you we would not normally charge for such retrieval. However, we will make a charge, based on time spent producing stored papers or documents to you or to another person at your request, in other circumstances. We may also charge for reading correspondence or other work necessary to comply with instructions given by you or on your behalf in this connection. Do note that we engage third party agents to store documents on our behalf and that it can take up to five days in order to retrieve any archived documents.

Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception detailed in the two following sections.

8. Money Laundering

Following the introduction of the Terrorism Act 2000 (as amended), the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 we are now obliged to request evidence of your identity and undertake certain other procedures to establish your credentials and the legitimacy of your instructions before acting upon them. These procedures may require us to take fuller instructions from you than previously, and may, in rare cases, introduce some small delays into your matter. We will in every case strive to keep these to a minimum. However, such is the strength of the obligation placed upon us that if satisfactory documentary evidence is not produced we may have to refuse to accept your instructions or decline to continue acting for you.

We may also have a legal obligation to report to the Serious Organised Crime Agency (SOCA) any information which comes to our attention concerning any matters covered by the money laundering legislation. If so, we may not be permitted to inform you or anyone else that we have done this. We may also be ordered by SOCA to stop the work you have instructed us to carry out. If so we would not be able to inform you or anyone else why we have stopped work.

In addition to the above our files are subject to quality control and inspection audits for compliance from any accountant or auditor duly appointed by us, the Law Society, the Solicitors Regulation Authority or other law enforcement/ government authority.

Apart from the above, it is and remains our policy to keep all information about the personal and business affairs of our clients confidential and to complete your instructions with all due diligence and speed. Nevertheless, we cannot accept any liability or responsibility whatsoever for any losses, expenses, liabilities, or other detriment that you might suffer or incur as a result of our compliance with these obligations. This exclusion of our liability to you is fundamental to our retainer.

9. Client Identification

We are required to check the identity of all clients that we act for and where a party to a transaction has a beneficial interest in the outcome, we also are required to check the identity of that beneficiary.

In such circumstances, we will require personal documentation to identify you. They must include a current signed passport, photo-card driving licence or birth certificate AND a recent utility bill or bank statement providing your current address. Where you cannot produce the originals we require certified copies to be sent to us. The obligation imposed upon us to do this is as set out in the legislation referred to in section 6 above. This is important and fundamental to our retainer.

10. Termination

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

In some circumstances, you may consider that we ought to stop acting for you, for example if you cannot give clear or proper instructions on how to proceed, or if it is clear that you have lost confidence in how the work has been carried out.

We may only decide to stop acting for you with good reason. This can include a situation where we do not receive instructions from you or if there is an outstanding bill due to be paid by you. We also reserve the right to stop acting if we consider your conduct to be dishonest or abusive. We will not tolerate any member of the staff being subject to any form of verbal abuse. We will always give reasonable notice before ceasing to act so that, if possible, any problems can be dealt with and we can continue to act on your behalf.

11. Equal Treatment

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. We will not discriminate in the way that we provide our services on the grounds of sex (including gender or orientation), marital status, race, colour, religion, sexual orientation, disability, age, nationality or ethnic or national origin. We do have a written Equality & Diversity Policy and you should contact us if you would like us to send you a copy of that policy.

If you have a disability, please let us know. We will be pleased to make all reasonable arrangements to ensure that our services are accessible to you.

12. Communication, suggestions and complaints

We are confident of providing you with a high quality service. We do, of course, welcome any suggestions you might wish to make which you think could help to improve our service.

Any email message sent to us goes directly into the Inbox of the person it has been addressed to. Please be aware of the following:-

- The firm is connected to a computer network and the exchange of email messages may be subject to delays outside our control.
- It is not possible to monitor the safe receipt of emails and that messages have been read.
- The confidentiality of email cannot be guaranteed.
- For the purpose of exchanging documents via the internet, our word processing system is Microsoft Word.
- Password protection of documents will not be used, but will be considered if you ask us.
- We will not be responsible for any loss or damage arising from unauthorised interception, redirection, copying or reading of emails, including any attachments.
- We will not be responsible for the effects on any hard or software (or any damage arising from any such effect) of any emails or attachments which may be transmitted by us, except where this is caused by our negligence or wilful default.

If, at any time, you are not happy with the service you are receiving from us, do please let us know. You are valued by us and we would like the opportunity to put matters right if any problems do arise. In the first instance, please contact the fee earner dealing with your matter and we will do what we can to resolve the matter promptly. If, however, we are not able to resolve the problem to your satisfaction then you should then contact Kirsten Smith, who is responsible for Oxford Law Groups complaints procedure. If you are a client of Kirsten Smith you should contact Richard Rouse who deals with complaints regarding her. We have a complaints handling procedure which is attached to this document.