

TERMS AND CONDITIONS OF BUSINESS



RAFINA SOLICITORS
(SRA Panel No: 76257)
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Regulated by the Solicitors Regulation Authority

~ Our Business Terms and Conditions ~

The Law Society is the governing body of Solicitors and has laid down professional rules, which require us to advise clients of certain terms of Business. This formal statement is designed to indicate the basis on which the firm carries out professional services on behalf of clients. In addition the firm has just been awarded the prestigious ISO 9002 certification which demonstrates the firm's ability to consistently comply with a quality standard of work.

1. Place and Hours of Business

Our office is situated at 795 Harrow Road, Sudbury Town, Middlesex HA0 2LP. We are readily accessible from Heathrow airport. The closest underground station is Sudbury Town Station, which is on the Piccadilly Line.

We also have a branch office at 23 Whytecliffe Road South, Purley, Croydon CR8 2AY. The closest Train Station is Purley.

The normal hours of opening are between 9.30am and 5.30pm weekdays although appointments can be arranged outside office hours when essential to the interest of the client.

2. Responsibility for Work

The names of

- (a) The fee earner primarily responsible for the conduct of your transaction,
- (b) The secretary who may be able to deal with your queries and who will be pleased to take any message for you,
- (c) The solicitor of this firm with ultimate responsibility

Are set out in our accompanying letter confirming instructions to you.

All matters will be supervised by our Mrs Rafina Rahim unless otherwise stated. Depending on the case she will delegate the matter to an appropriate fee earner. They may undertake particular tasks during the case but will at all times be reporting to Mrs Rahim, who remains responsible for the overall conduct of the file.

This firm aims to offer all of our clients an efficient and effective service and we are confident that we will do so in all cases. However should there be any aspect of the service which a client may be unhappy with you should first raise the matter with the fee earner dealing with your matter or failing that directly with Mrs Rafina Rahim.

We hope that there will be no cause for dissatisfaction but if there is a problem, which we are unable to resolve directly with the person responsible for your file then you should complain directly to Mrs Rafina Rahim or send a letter setting out the cause for dissatisfaction. A meeting can also be arranged to discuss the matter. Priority will then be given to alleviating any concerns. If, unfortunately, the problem cannot be resolved by discussion then we will supply details of the relevant bodies from whom further assistance may be requested.

Please refer to the additional information on our client complaint procedure.

3. Professional Indemnity

Rafina Solicitors maintains Professional Indemnity Insurance.

4. Fees

Unless and until either (a) an alternative fee arrangement has been agreed and confirmed in writing by us; or (b) legal expenses insurance has been put in place, the basis for calculation of our fees is mainly by reference to the time spent dealing with the transaction or the case. The time charged means all the time spent on the client's matter; this will include attendance upon the client and others; any time spent in travelling; time spent in considering, preparing and working on papers and correspondence; making and receiving telephone calls. Time spent in travelling or waiting is charged at a lower rate.

It is the firm's practice to submit interim accounts at monthly intervals although this will naturally depend on the rate of progress in the matter and the complexity therein. It is also the firm's practice to ask for payment on account of costs in advance before any work is undertaken.

Everyone in the firm has a basic hourly charge rate, which is normally reviewed annually and takes into account changes in salary and other overhead costs. Details of any revision of rates occurring during the continuance of the case or transaction will be supplied to a client on request. These rates may not be appropriate in cases of exceptional complexity or urgency as mentioned above. Where it becomes apparent that such circumstances exist, Rafina Solicitors reserve the right to terminate the retainer unless revised rates are agreed in substitution. VAT is chargeable on our fees.

Our current hourly rates at normal working hours (9.30 am to 5.30pm) are

❖ The Principal	£225.00
❖ Consultant	£215.00
❖ The Senior Solicitor	£200.00
❖ Assistant Solicitor	£185.00
❖ Trainee Solicitor	£160.00
❖ Para Legals Grade 1	£135.00
❖ Para Legals Grade 2	£125.00
❖ Secretaries	£100.00

As previously mentioned our charges are based solely on the amount of time (units of 6 minutes) that we spend on the case, which includes but is not limited to: -

- (a) Seeing you or talking to you on the telephone;
- (b) Seeing or talking to your witnesses, experts or discussing your case with your opponents solicitors;
- (c) Looking into the position and researching the background of your case;
- (d) Reading and studying all papers, correspondence and documents received in your case;
- (e) Preparing documents for any Barrister that may be used and preparing papers for Court;
- (f) Attending meetings with your Barrister and going to court hearings
- (g) Perusing incoming correspondence and responding thereto

Where the instructions of the client require that interviews take place or other work is carried out outside normal office hours, Rafina Solicitors reserve the right to increase the level of the hourly rate and this increase will also apply where urgent action leads to the dislocation of other clients' matters.

The rate applied in such case will be 50% increase on the respective fee earner's charging rate from 7pm to 12 midnight. Thereafter the charging rate is doubled until normal opening hours. Weekend rates are increased by 50% on the relevant fee earners rate.

Fees are payable whether or not a case is successfully concluded or a transaction completed. If any case or transaction does not proceed to completion for any reason during the period in which Rafina Solicitors are instructed, then we will be entitled to charge for work done on the basis set out above.

In the event that clients fail to make payment on time or for any reason their account is in arrears then we reserve the right to include in any consequential claim for costs to the court, all time spent on a full indemnity basis for enforcing our payment.

Please also refer to the important information relating to disputes accompanying this letter.

Charging rates on Probate Matters and other Property Transactions

In property transactions, in the administration of estates and in transactions involving a substantial financial consideration or benefit to the client, fees may be calculated both by reference to the time spent, and also by reference to a value element based on, for example, the price of the property, the size of the estate or the value of the financial benefit. This can be in the region of **3 to 5%**. The value element reflects the importance of the transaction and the consequent responsibility falling on the firm. These are factors which Rafina Solicitors are entitled to take into account in accordance with the Solicitors Remuneration Order 1994.

Disbursements

In addition to our fees, there may be disbursements, which are any costs or expenses to be paid to a third party, which we may incur from time to time such as Barrister's fees, court fees, expert's fees, travel expenses, Land Registry search fees, company search fees. It is our practice not to make such payments until funds have been provided by the client for that purpose. VAT is payable on certain disbursements. We expect to incur minor and routine disbursements, such as photocopying charges without prior reference to you, although you will be consulted before we instruct Counsel or experts.

5. Arrangement for payment of fees

Property transactions

An account will normally be rendered following the exchange of contracts and payment is required prior to or on completion. Where sufficient funds are payable to the client on completion, amounts due to Rafina Solicitors will be deducted from such funds unless otherwise agreed.

In the event of a property transaction not proceeding to completion Rafina Solicitors reserves the right to levy an abortive fee which reflects the time spent on the transaction up until the matter proved abortive, subject to a minimum charge of £250.00 plus VAT.

Administration of estates

It is our usual practice to deliver interim accounts at intervals during the administration. An interim bill will normally be submitted when the Grant has been obtained. If it then transpires that it will take some time to complete the administration, further interim accounts will be rendered periodically and the final account will be presented when the estate accounts are delivered for approval.

Other Cases or Transactions

In other cases or transactions it is normal practice to ask clients to pay sums of money from time to time on account of the fees and disbursements which are anticipated in the following

weeks or months. It is helpful if clients meet such requests with prompt payment to avoid any delay in the progress of their case. In transactions or cases likely to continue for more than one month, interim accounts covering the work already carried out will normally be rendered monthly. In some cases, accounts may be rendered more frequently, for example when a considerable amount of time is spent in a short period. This procedure enables clients to budget for costs as the matter progresses. In the event of any such account or request for payment not being paid, Rafina Solicitors reserves the right to decline to act further in the case. Interest will be charged at the rate of 8% from time to time from the date of delivery of an account in cases where payment is not made within 28 days of such delivery.

Cash and Anti- Money Laundering Procedures

The Firm's policy is that we only accept cash from a client up to a limit of £1000.00 in any 28 day period. However, in certain circumstances there may be instances where we would ask that you put us in cleared funds before we can commence work on your behalf (if this is an emergency) or if we need to pay out a disbursement (e.g Counsel's fees) immediately. Where payment is made in these circumstances by cash and exceeds the £1000.00 limit then we would require you to sign a Statutory Declaration before an Independent Solicitor attesting to the source and origin of the funds. Refusal to do so could indicate suspicion on our part and would allow us to Report this matter pursuant to the Anti-Money Laundering Procedures and Regulations

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.

Reminders for payments will incur an administrative charge of £10.00 per letter plus VAT.

In cases or transactions continuing for some period of time, many clients may find it convenient to arrange regular payments on account by way of bank standing order. Standing Orders should be expressed to be in favour of Rafina Solicitors client account number 1040791 at Lloyds TSB, 1 Walm Lane Cricklewood London NW2 (Sort code 30-99-64). It would be helpful if when setting up such a standing order, the client's name is referred to. Clients should notify the person having conduct of their file their proposals to pay by this arrangement. If clients wish, we can provide standing order forms.

Failure to notify us of cancellation of appointment will incur a charge of £30.00 plus VAT

6. Progress Report

We will report to you (either by telephone or letter) as the matter progresses, but there are times when we are waiting for others to communicate with us. To avoid incurring unnecessary costs, we will not contact you if there is nothing to report. On the other hand, there may be many procedural steps to take, which are of a routine nature. We do not ordinarily report these to you each time, nor do we normally send clients copies of incoming or outgoing correspondence. It follows that if we only report on particular developments, it should not be assumed that there has been inactivity in the meanwhile.

The duration of case may vary if it is complex, as delays may be unavoidable. We do however try to press forward with each case as quickly and effectively as possible.

7. Costs on success

At the conclusion of the case the court may order the opponent to pay the legal costs, but this will help only if **all** the costs are actually recovered. For example, the court may order the opponent to pay costs pursuant to the Court scales, which may be less than the costs actually incurred. The client will still remain liable for the difference between the costs ordered by the court and the costs actually incurred. In any event, the following must be remembered:

- (a) The client will be ultimately responsible for all of our costs
- (b) If the case is unsuccessful, the client may be liable to pay the opponent's legal costs
- (c) If the opponent is legally aided it may be that if you are successful the opponent will not be able to pay your costs

8. Interest

Interim bills are raised on a regular basis to help budget for legal costs and to help our cash flow situation. We would expect such interim bills to be satisfied within 28 days from the date of the invoice failing which interest becomes chargeable at the rate of **8%** per month.

We will account for interest as follows:

- (a) no interest will be accounted for if the sum being held is £20.00 or less.
- (b) If the amount being held exceeds the period stated then interest will be accounted for at the same rate given by our bankers

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

9. Storage of Papers and Deed

Following the conclusion of a transaction or case on behalf of a client, Rafina Solicitors will retain the client's file of papers for such period as recommended by the Law Society. A client who requires such papers (including pre-registration deeds and documents where the title to a property has been registered at HM land Registry) to be kept for any specific period shall give notice in writing to Rafina Solicitors to that effect and, in the event of such notice being given, Rafina Solicitors reserve the right to require the client to take personal custody of the papers. This provision does not apply to current Deeds, Wills and Securities.

Rafina Solicitors provide a safe custody service to clients in respect of Wills, Deeds and other Securities at a small annual charge of £40.00.

Where stored Papers, Wills, deeds or Securities are retrieved from storage by Rafina Solicitors in connection with continuing or new instructions with regards to the client's affairs, it is our normal practice that no charge will be made for such retrieval. However, we reserve the right to make an administrative charge based on time spent in retrieval and any perusal, correspondence, or other work necessary to comply with the instructions given by or on behalf of the client or former client for whom papers, wills, deeds or Securities are stored.

10. Future Instructions

Unless otherwise agreed, and subject to the application of the then hourly rates, these terms and conditions of business shall apply to any future transactions given by you to Rafina Solicitors.

Although your continuing instructions in this matter will amount to an acceptance of these terms and conditions of business, it will be helpful if you will please sign and return one copy of them for us to retain on our file.

11. Complaint Handling

Rafina Solicitors are required by the Solicitors Regulation Authority to advise our clients about their right to complain and how to do so (SRA's Code of Conduct 2007, Amended Rule 2.05) as follows:

- (i) that, in the event of a problem, the client is entitled to complain; and
- (ii) how and to whom the client should complain;
- (iii) that this could include a complaint about the firm's bill;
- (iv) that the firm has a complaints procedure, a copy of which is available on request;
- (v) of their right to complain to the Legal Ombudsman at the conclusion of your complaint process, the timeframe for doing so and full details of how to contact the Legal Ombudsman;
- (vi) that there may also be a right to object to the bill by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974; and;
- (vii) that if all or part of a bill remains unpaid the firm may be entitled to charge interest.

Our internal complaints Handling Procedure is attached.

I have read, understood and accept the terms and conditions of business set out above.

Signed.....

Dated:.....

RAFINA SOLICITORS
Client s Complaints Handling Procedure

- *If you are unhappy about any aspect of our service please tell us first.*
- *Discuss the problem with the person whom you are dealing with. If you feel this is not appropriate then contact Mrs Rafina Rahim to discuss the problem. If necessary you may be required to put the complaint in writing, setting out clearly the aspect of the service you are complaining about, the individual you are complaining about and any evidence to support your complaint.*
- *We will send you a letter acknowledging your complaint and asking you to confirm or explain the details. You can expect to receive this letter within three days of receipt of your complaint.*
- *Your complaint will be recorded in our central register and we will open a file for your complaint. This will be done within two days of receiving your complaint.*
- *We will acknowledge your reply and confirm what will happen next. You can expect to hear from us within two days of your reply.*
- *We aim to investigate the matter objectively and thoroughly and will provide a detailed report to you within 28 days of receipt of a written complaint.*
- *The Report will set out our findings on your complaint with a full explanation given, together with recommendations for a resolution which we trust that you will find satisfactory.*
- *If a complaint is made and despite a full and objective investigations being carried out, a resolution cannot be reached then the matter can be referred to an independent solicitor who will then review the complain.*
- *We will then invite you to agree to an independent mediation within 10 days of such review by an independent solicitor. We will let you know how long this will take.*
- *We will let you know the result of the review within 10 days after the review. If any of the above time scales have to change we will inform you.*
- *At this time we will write to you confirming our final position and explaining our reasons. We will give you the name and address of the Consumer Complaints Services. If you are still not satisfied, you can contact them about your complaint.*