

{INCLUDETEXT "C:\\Users\\NeilB\\OneDrive - PRACCTICE  
LTD\\Documents\\OspreyOfficeGateway\\header.doc"}

Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD  
client\_no }/{ MERGEFIELD matter\_no }

Your Ref:

{ SET LETTER{ DATE \@ "d MMMM yyyy" } }{ref LETTER \@ "d MMMM yyyy" \ \\*  
MERGEFORMAT }

{ IF { MERGEFIELD TK\_PICLIENTINFO\_tkCLIENTMINOR } = "Yes" "{ MERGEFIELD  
TK\_PICLIENTINFO\_TK\_LITFRNDTITLE } { MERGEFIELD  
TK\_PICLIENTINFO\_TK\_LITFRNDFORE } { MERGEFIELD  
TK\_PICLIENTINFO\_TK\_LITFRNDSURN }  
{ MERGEFIELD TK\_PICLIENTINFO\_TK\_LITFRNDADDR }" "{ MERGEFIELD  
LINKNAME\_TITLE\_1 } { MERGEFIELD LINKNAME\_INITIALS\_1 } { MERGEFIELD  
LINKNAME\_SURNAME\_1 }  
{ MERGEFIELD CALCULATION\_ADDRESS }" }

Dear { IF { MERGEFIELD TK\_PICLIENTINFO\_tkCLIENTMINOR } = "Yes" "{ MERGEFIELD  
TK\_PICLIENTINFO\_TK\_LITFRNDTITLE } { MERGEFIELD  
TK\_PICLIENTINFO\_TK\_LITFRNDSURN }" "{ IF { MERGEFIELD  
TK\_PICLIENTINFO\_tk\_SALUTATION } = "" "{ MERGEFIELD LINKNAME\_TITLE\_1 } {  
MERGEFIELD LINKNAME\_SURNAME\_1 }" "{ MERGEFIELD  
TK\_PICLIENTINFO\_tk\_SALUTATION }" }" }

**Re: { MERGEFIELD MATTER MATTER DESCRIPTION }**

## **TERMS & CONDITIONS OF BUSINESS**

## **YOUR INSTRUCTIONS**

We refer to our recent discussion, and would like to thank you for instructing { MERGEFIELD  
PRACTICEINFO\_PRACTICE\_NAME }. You have explained the circumstances of your claim  
and we have discussed the legal aspects and the procedural side of the case with you.

## **RESPONSIBILITY FOR YOUR WORK**

The overall conduct of your claim will be undertaken by { MERGEFIELD  
"CALCULATION\_FEE\_EARNER\_DESCRIPTION" } who is a { MERGEFIELD  
CALCULATION\_STATUS\_DESCRIPTION } with this firm, although from time to time it may be  
necessary for other members of our Personal Injury team to undertake certain aspects of the  
work. If you wish to obtain information about your claim you should speak to { MERGEFIELD  
"CALCULATION\_FEE\_EARNER\_DESCRIPTION" }.

## **CLIENT CARE**

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We insist that our firm meets certain standards with regards to client care. These include:-

- a. Providing clients with copies of all substantive correspondence;
- b. Telephone calls to be returned during the course of the same day if possible;
- c. Correspondence generally to be dealt with on the day it is received;
- d. Letters to be written in plain English;
- e. Appointments to be given without undue delay;
- f. Any significant grievance to be dealt with by the Senior Partner.

## **COSTS AND CHARGES**

{ IF { MERGEFIELD TK\_PICLIENTINFO\_tkTYPEFUNDING } = "Private" " Our charges are based on the time we spend dealing with your case. This includes travelling to and from meetings with you and others, considering, preparing and working on case papers, writing and receiving correspondence (including e-mails), and making and receiving telephone calls and text messages. We enclose an Hourly Rates List setting out the current rates that apply. Routine letters and telephone calls will all be charged at one tenth of the hourly rate. These rates do not include VAT, which will be added to the Bill.

Our rates of charge are reviewed annually; if there are any changes to the hourly rates, you will be advised accordingly, and the new rates that apply will cover all work conducted thereafter.

We will send you an interim bill at least every three months. Payment is to be made on the same terms as the final bill.

We will inform you if any unforeseen additional work becomes necessary for example, due to unexpected difficulties or if your requirements or the circumstances significantly change during the course of the matter. We will also inform you of its estimated cost in writing before any extra costs are incurred.

If for any reason the matter does not proceed to completion, we will charge you for the work done and expenses incurred.

Please note that it is the Firm's policy to obtain [£.....] on account of costs in every case before we commence work.

## **FINAL BILL**

Payment is due within [ ] days of us sending you a final bill. We will charge you interest on the bill at [ ]% per year from the date of the bill. If we do not receive payment within [ ] days, interest will be charged on a daily basis. If however you have any query about your bill you should contact us immediately.

## **PAYMENT OF COSTS**

You will be responsible **always** for discharging our costs, VAT and disbursements. However, we have discussed with you whether your costs may be paid by another party, for example your home insurers, and we have asked you to investigate that matter. Kindly note that even if you are successful in winning your case, the other party may not be ordered to pay your costs, or they may not be ordered to pay them in full. If this happens, you will have to pay the balance of

our costs yourself. Most importantly, if the other party is publically funded, you will probably not recover any of your costs, even if you win the case.

If you are successful and the Court orders the other party to pay some or all of your costs, interest can be claimed from the other party from the date of the Court Order. We will account to you for such interest to the extent that our costs have been paid, but we are entitled to the rest of that interest.

You must pay the cost of enforcing any judgments if appropriate. This will be a separate matter and charged accordingly.

You will also be responsible for paying any costs that the Court orders you to pay to the other side. The Court may order you to pay part or all of the other party's legal costs, for example, if you lose the case. You may be asked to contribute towards their costs if you are only partially successful. This money will be payable in addition to our costs. We can discuss with you whether it is advisable for you to have insurance to meet the other party's costs should you lose." "" { IF { MERGEFIELD TK\_PICLIENINFO\_tkTYPEFUNDING } = "BTE Insurance"

**"Legal Expenses Insurance**

Your Legal Expenses Insurance Policy with { MERGEFIELD TK\_PICLIINSDETS\_tkLEXPINSURE\_name } means that you will be indemnified in respect of any costs that you are unable to recover at the end of your claim. Thus, should you lose your case, or win but be unable to recover all of the costs from your opponent, the Insurer will meet our costs. Should you lose all or part of your claim and an order be made for you to pay your opponent's costs, the Insurer will also meet these costs.

This indemnity is subject to your compliance with the terms of your Legal Expenses Insurance Policy. Non-compliance, particularly by failing to provide instructions to us, causing excessive delay, or by providing false instructions, may result in your Policy being avoided leaving you to meet the costs. We trust of course that this situation will not arise, but in any event, we are required by the Solicitor's Regulation Authority to provide you with details of how we calculate our fees.

Our charges are based on the time we spend dealing with your case. This includes travelling to and from meetings with you and others, considering, preparing and working on case papers, writing and receiving correspondence (including e-mails), and making and receiving telephone calls and text messages. We enclose an Hourly Rates List setting out the current rates that apply. Routine letters and telephone calls will all be charged at one tenth of the hourly rate. These rates do not include VAT, which will be added to the Bill.

Our rates of charge are reviewed annually; if there are any changes to the hourly rates, you will be advised accordingly, and the new rates that apply will cover all work conducted thereafter.

We will send you an interim bill at least every three months. Payment is to be made on the same terms as the final bill.

We will inform you if any unforeseen additional work becomes necessary for example, due to unexpected difficulties or if your requirements or the circumstances significantly change during the course of the matter. We will also inform you of its estimated cost in writing before any extra costs are incurred.

If, for any reason, the matter does not proceed to completion, we will charge you for the work done and expenses incurred. As a rough guide an average claim might take between 12 and 18 months depending upon whether the insurers dispute your claim or not and the extent of your injuries. We will let you know if your case is likely to take longer." "{ IF { MERGEFIELD TK\_PICLIENTINFO\_tkTYPEFUNDING } = "CFA" " **Legal Costs, Insurance and the Conditional Fee Agreement**

Further to our earlier discussions on funding the legal costs of your claim, we confirm that we are prepared to act for you under a Conditional Fee Agreement. You will recall that we discussed the nature of this Agreement which is dealt with in greater detail in the enclosed documents: Conditional Fee Agreement Checklist and the Conditional Fee Agreement itself.

To enable us to deal with your claim efficiently please confirm your instructions by signing the enclosed copy of this letter and our Conditional Fee Agreement. These documents form the basis of the agreement between us and it is important that you understand them before signing and returning them to us. **You will need to sign the Agreement where indicated on page 5.**

Please also find enclosed a copy of the full wording of the proposed contract of insurance referred to in Schedule 2 of the Conditional Fee Agreement. As long as the claim is successful, the losing party will pay the insurance. If the claim does not succeed, the insurance will be voided and therefore not payable, as long as you have co-operated with us throughout the claim. The purpose of this insurance is to protect you against paying the other party's costs if you lose. Please read through the document. We will issue you with a policy schedule in due course." "" }" }

{ IF { MERGEFIELD TK\_PICLIENTINFO\_tkTYPEFUNDING } = "Private" "

**ESTIMATE OF COSTS**" "  
**ESTIMATE OF COSTS**" }

Our **initial** estimate of your costs in this matter will be between £{ ASK CostsEstimate "Please Insert Costs estimate" \d "CostsEstimate" }{ REF CostsEstimate \\* MERGEFORMAT }. This does not include disbursements or VAT. This will be reviewed after the first four weeks of time spent on your file and thereafter at regular intervals if appropriate.

{ IF { MERGEFIELD TK\_PICLIENTINFO\_tkTYPEFUNDING } = "Private" " **COMMUNICATION**" "**COMMUNICATION**" }

We are confident of providing a very high quality service. If, however, you have any queries or concerns about our work, please raise them with the writer. If that does not resolve the problem or you would prefer not to speak to the writer then please contact [ ] who is the Senior Partner and will deal with your problem.

It is important that you raise any concerns that you may have with us immediately. We value you and your instructions and hope you have no reason to be unhappy with us.

{ IF { MERGEFIELD TK\_PICLIENTINFO\_tkTYPEFUNDING } = "Private" "**MONEY LAUNDERING**" "**MONEY LAUNDERING**" }

Due to Law Society Rules in relation to money laundering, we are unable to accept cash at our offices for banking of more than £1,000.00. Payment above these should be made by on of the following methods: building society cheque, banker's draft, credit card or by personal cheque

supported by a cheque guarantee card, where up to ten days may be needed before clearance is assured.

{ IF { MERGEFIELD TK\_PICLIENTINFO\_tkTYPEFUNDING } = "Private" "**CONCLUSION**" "**CONCLUSION**" }

Unless otherwise agreed, these terms and conditions of business apply to all further instructions you give us.

Your signature will mean that you accept our terms and conditions of business. We hope that this letter addresses any queries about the handling of your work and our terms and conditions of business. If you still have any queries, please contact us.

This is an important document; please keep it in a safe place for further reference.

Kind regards.

Yours sincerely,

{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }

NAME: \_\_\_\_\_

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

{ IF { MERGEFIELD TK\_PICLIENTINFO\_tkTYPEFUNDING } <> "CFA" "ENC: Hourly Rates List " "" }

{ IF { MERGEFIELD TK\_PICLIENTINFO\_tkTYPEFUNDING } = "CFA" "

ENC: CFA x 2

Explanatory notes

ATE Insurance form" "" }

