**Law Society Conditions**

The Law Society Conditions below are part of this agreement. Any amendments or additions to them will apply to you. You should read the conditions carefully and ask us about anything you find unclear.

**Our responsibilities**

We must:

* always act in your best interests, subject to our duty to the court;
* explain to you the risks and benefits of taking legal action;
* give you our best advice about whether to accept any offer of settlement;
* give you the best information possible about the likely costs of your claim for damages.

**Your responsibilities**

You must:

* give us instructions that allow us to do our work properly;
* not ask us to work in an improper or unreasonable way;
* not deliberately mislead us;
* co-operate with us;
* go to any medical or expert examination or court hearing.

**Dealing with costs if you win**

* Subject to any overall cap agreed with you, you are liable to pay all our basic charges, our expenses and disbursements and the success fee (up to the maximum limit) together with the premium of any insurance policy you take out.
* Normally, you can claim part or all of our basic charges and our expenses and disbursements from your opponent. You provide us with your irrevocable agreement to pursue such a claim on your behalf. However, you cannot claim from your opponent the success fees or the premium of any insurance policy you take out.
* If we and your opponent cannot agree the amount, the court will decide how much you can recover. If the amount agreed or allowed by the court does not cover all our basic charges and our expenses and disbursements, then you pay the difference up to any maximum agreed with you**.**
* You, not your opponent, pay our success fee and any insurance premium.
* You agree that after winning, the reasons for setting the success fee at the amount stated may be disclosed to the court and any other person required by the court.
* If your opponent is receiving Community Legal Service funding, we are unlikely to get any money from him or her. So if this happens, you have to pay us our basic charges, expenses and disbursements and success fee.

We are allowed to keep any interest your opponent pays on the charges.

You agree to pay into a designated account any cheque received by you or by us from your opponent and made payable to you. Out of the money, you agree to let us take the balance of the basic charges; success fee; insurance premium;our remaining expenses and disbursements; and VAT.

You take the rest.

**If your opponent fails to pay monies due to you**

If your opponent does not pay any damages or charges owed to you, we have the right to take recovery action in your name to enforce a judgment, order or agreement. The charges of this action become part of the basic charges.

**Payment for advocacy**

The cost of advocacy and any other work by us, or by any solicitor agent on our behalf, forms part of our basic charges. We shall discuss with you the identity of any barrister instructed, and the arrangements made for payment.

**Barristers who have a conditional fee agreement with us**

If you win, you are normally entitled to recover their fee from your opponent, but not their success fee. The barrister's success fee is shown in the separate conditional fee agreement we make with the barrister. You must pay the barrister’s success fee shown in the separate conditional fee agreement we make with the barrister. We will discuss the barrister’s success fee with you before we instruct him or her. If you lose, you pay the barrister nothing.

The barrister’s success fee is included within the maximum limit to the recoverable success fee in proceedings at first instance as explained in Schedule 1.

**Barristers who do not have a conditional fee agreement with us**

If you win, then you will normally be entitled to recover all or part of their fee from your opponent. If you lose, then you must pay their fee.

**What happens when this agreement ends before your claim for damages ends?**

1. **Paying us if you end this agreement**

You can end the agreement at any time. Unless you have a right to cancel this agreement under Schedule 3 and do so within the 7 day time limit we then have the right to decide whether you must:

* pay our basic charges and our expenses and disbursements including barristers’ fees but not the success fee when we ask for them; or
* pay our basic charges, and our expenses and disbursements including barristers’ fees and success fees if you go on to win your claim for damages.
1. **Paying us if we end this agreement**

(i) We can end this agreement if you do not keep to your responsibilities. We then have the right to decide whether you must:

* pay our basic charges and our expenses and disbursements including barristers’ fees but not the success fee when we ask for them; or
* pay our basic charges and our expenses and disbursements including barristers’ fees and success fees if you go on to win your claim for damages.

(ii) We can end this agreement if we believe you are unlikely to win. If this happens, you will pay nothing.

(iii) We can end this agreement if you reject our opinion about making a settlement with your opponent. You must then:

* pay the basic charges and our expenses and disbursements, including barristers’ fees;
* pay the success fee if you go on to win your claim for damages.

If you ask us to get a second opinion from a specialist solicitor outside our firm, we will do so. You pay the cost of a second opinion.

(iv) We can end this agreement if you do not pay your insurance premium when asked to do so.

1. **Death**

This agreement automatically ends if you die before your claim for damages is concluded. We will be entitled to recover our basic charges up to the date of your death from your estate.

If your personal representatives wish to continue your claim for damages, we may offer them a new conditional fee agreement, as long as they agree to pay the success fee on our basic charges from the beginning of the agreement with you.

**What happens after this agreement ends**

After this agreement ends, we may apply to have our name removed from the record of any court proceedings in which we are acting unless you have another form of funding and ask us to work for you.

We have the right to preserve our lien unless another solicitor working for you undertakes to pay us what we are owed including a success fee if you win.

**Explanation of words used**

1. ***Advocacy***

Appearing for you at court hearings.

1. ***Basic charges***

Our charges for the legal work we do on your claim for damages as set out in Schedule 2

1. ***Claim***

Your demand for damages for personal injury whether or not court proceedings are issued.

1. ***Counterclaim***

A claim that your opponent makes against you in response to your claim.

1. ***Damages***

Money that you win whether by a court decision or settlement.

1. ***Our expenses and disbursements***

Payments we make on your behalf such as:

* court fees;
* experts' fees;
* accident report fees;
* travelling expenses.
1. ***Interim damages***

Money that a court says your opponent must pay or your opponent agrees to pay while waiting for a settlement or the court's final decision.

1. ***Interim hearing***

A court hearing that is not final.

1. ***Lien***

Our right to keep all papers, documents, money or other property held on your behalf until all money due to us is paid. A lien may be applied after this agreement ends.

1. ***Lose***

The court has dismissed your claim or you have stopped it on our advice.

**(k) *Formal Offer to Settle***

An offer to settle your claim made in accordance with Part 36 of the Civil Procedure Rules.

**(l) *Provisional damages***

Money that a court says your opponent must pay or your opponent agrees to pay, on the basis that you will be able to go back to court at a future date for further damages if:

* you develop a serious disease; or
* your condition deteriorates;

in a way that has been proved or admitted to be linked to your personal injury claim.

**(m) Qualified One-Way Cost Shifting**

The rules in respect of costs payable if you lose a personal injury claim set out in [Part 44 Section II ] of the Civil Procedure Rules.

**(n) Success fee**

The percentage of basic charges that we add to your bill if you win your claim for damages

**(o) Trial**

The final contested hearing or the contested hearing of any issue to be tried separately and a reference to a claim concluding at trial includes a claim settled after the trial has commenced or a judgment.

**(p) Win**

Your claim for damages is finally decided in your favour, whether by a court decision or an agreement to pay you damages or in any way that you derive benefit from pursuing the claim.

'Finally' means that your opponent:

* is not allowed to appeal against the court decision; or
* has not appealed in time; or
* has lost any appeal.

**Terms of business**

The aim of this leaflet is to set out some important details about the basis on which we propose to provide our services to you and how you can help us to do the best job possible for you. This is an important document – especially if you might become unhappy with our services in any way – and we recommend that you keep it for future reference. Unless we agree otherwise, the terms that are set out in this leaflet form the basis of the contract between you and the firm under which we will be acting for you on this and any future work that we do for you.

**When you need expert legal advice**

Castleton & Co is committed to quality, service and professional excellence. Our specialist lawyers can assist you and your family with:

 Personal injury

 Credit Hire Charges Recovery

 Vehicle / Property Damage Claims

 Road traffic accidents

 Medical negligence

At Castleton & Co you come first. We promise to look after your interests, and your case efficiently, explain things in plain English and to consistently surpass your service expectations.

The client care letter provided with these terms and conditions informs you of the name of the caseworker with conduct of your case and you should contact them with day-to-day enquiries. If the caseworker with conduct of your case changes, we will notify you in writing of this change and your new point of contact. You may contact us by telephone, letter or email. Many of our clients now prefer to communicate by email, although as with all methods of communication electronic correspondence is not always completely secure.

**Client Care Policy**

Castleton & Co is committed to providing the highest standards of client care. In acting for you we will put your interests first and protect your confidentiality at all times, other than where our legal professional obligations specifically required otherwise (see Confidentiality below). We aim to provide clear and comprehensive advice, and to keep you informed of progress and developments including costs.

We are confident that you will be satisfied with the service that you receive from this firm. However, should you believe that there is any cause to be dissatisfied, we ask that you indicate this to the person with the conduct of your case as early as possible. We will then take all reasonable steps to resolve your concern. In the unlikely event that you are not able to resolve your problem at this stage, please contact Mrs Fatema Manjra at the address below. A copy of our Complaints Policy is available on request.

See also Complaints about our service or a bill below.

**Confidentiality**

This firm will comply with its legal and professional duty to keep your affairs confidential unless you instruct us otherwise.

However, there are certain aspects of running a case which means that we may need to share information with third parties:

* Anti-money laundering legislation means that we are required to make enquiries about our clients’ identities and sometimes make reports to the authorities. See Financial Crime below.
* We submit to external quality checks to ensure that the firm is being run in accordance with best practice. That is likely to involve external review of small number of client files. We make checks on external support to ensure they are suitable, and they are required to maintain your confidentiality. If you would prefer that your file is not reviewed by any external individual or body please let us know as soon as possible.

**Hours of Business**

The normal hours of opening at our offices are between 9am and 5pm on weekdays. If at any time you need to contact the office, we will endeavour to take your call at once, but if this is not possible we would hope to return your call as soon as reasonably possible.

**Service Standards**

We will:

* Update you by telephone or in writing with progress on your matter regularly, or at agreed intervals
* Communicate with you in plain language
* Explain to you the legal work required as your matter progresses
* Update you on the cost of your matter
* Update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances
* Update you on the likely timescales for each stage of this matter and any important changes in those estimates
* Continue to review whether there are alternative methods by which your matter can be funded.

Your responsibilities

You must:

* Provide us with clear, timely and accurate instructions
* Provide all documentation required in a timely manner
* Safeguard any documents that are likely to be required for discovery.
* If you have not used a solicitor before it may be useful to know that you can help to limit the time we need to spend on your case (and therefore, the charges) by:
* Bring to meetings any relevant papers, letters, documents, etc
* Informing us if you have any important time limits or dates of which we should be aware, e.g. holidays;
* Dealing promptly with our queries, telephone messages, letters and e-mails;
* arriving promptly for appointments and letting us know in advance if you are unable to keep an appointment;
* Telephoning or e-mailing us with urgent queries or information. If your lawyer is unavailable please talk to his or her supervisor who will be able either to help or to ensure that your call is dealt with as soon as possible; and
* Ask if you are not sure about anything.

**Keeping us up to date**

We will need your regular instructions, so please remember to let us know promptly of any change of address or telephone number, or if you are going away. Although we will usually tell you what we need to know, we also rely on you to tell us about any relevant developments or anything else that we should know. If you do so as soon as possible it might help to prevent wasted time and costs.

**Equality and diversity**

We are committed to equality and diversity in all of our dealings with clients, employees and others. Please contact us if you would like a copy of the Firm's equality and diversity policy.

**Professional regulation and indemnity insurance**

As a firm of solicitors we are authorised and regulated by the Solicitors Regulation Authority, whose rules can be found on their website at [www.sra.org.uk/handbook](http://www.sra.org.uk/handbook).

Details of our professional indemnity insurance are available at our office or on request.

**Standard hourly charging rates**

Our charging rates are calculated on an hourly basis in relation to the seniority and experience of the caseworker undertaking any particular action on your matter. Our standard charging rates are as follows:

* Solicitors over eight years post qualification experience

£201.00 per hour

* Solicitors are over four years post-qualification experience

£1177.00 per hour

* Other solicitors, legal executives and caseworkers or equivalent experience

£146.00 per hour

* All other caseworkers £111.00 per hour

Time is charged in 6 minute units. Routine letters and telephone calls will be charged as units of 1/10 of an hour. Non-routine letters and telephone calls will be charged on a time basis.

In addition to time spent working on your case, we may take other factors into account such as the complexity of the case, the speed at which action needs to be taken, the expertise or specialist knowledge which the case requires, and the value of the case. In order to provide the best value service to you we aim to ensure that work is undertaken by an appropriate level of casework, always under the close supervision of a solicitor.

Our hourly rates are reviewed periodically to take account of any changes in our overhead costs. We will notify you in writing of any increased rates.

**Fixed Recoverable Costs Scheme**

Road traffic accident cases that are settled without the need for court proceedings and where the total damages are £25,000 or less, fixed basic costs and disbursements are awarded at set stages:

Stage 1: £200.00

Stage 2:£300.00 (if the personal injury element of the claim is worth less than £10,000.00) **OR**

£600.00 (if the personal injury element of the claim is worth between £10,000.00 - £25,000.00)

For claims that proceed to Stage 3 an additional sum is awarded

Additional costs include the cost of obtaining medical records; medical reports; police reports; engineer reports; search of the records of the DVLA; after the event insurance premium; fees payable for instruction of a barrister; court fees; and any other disbursements that has arisen due to a particular feature of the dispute.

If your case falls within the predictable costs scheme, you agree that we may retain all costs and disbursements paid by the defendant, whether this is more or less than value of the work carried out by us. In consideration of this, we agree that if our base costs exceed the amounts due under the predictable costs scheme, we will not seek the excess from you. If we advise you that the costs of your case should not be dealt with in accordance with the predictable cost scheme due to exceptional circumstances, you agree that an application shall be made to the court on your behalf seeking costs in an amount have higher than those applicable under the predictable costs scheme. If you are successful in your case, we are entitled to recover our costs from your opponents.

**Likely costs and timescales**

We are unable, at this early stage, to be specific as to what costs will be incurred in your case and the likely timescale for concluding your claim. Preliminary enquiries will be needed and correspondence with the other party and medical evidence may also be obtained.

The majority of personal injury claims take between 5 and 12 months to complete - more serious cases (either in relation to liability or more serious injuries) could take longer.

Typically any cases involving vehicle damages and credit hire may run for longer then a personal injury only case, and will require further work accordingly. It is difficult to provide an estimate of the same at this early stage.

We will advise you as the case progresses whether we feel your case is likely to take longer than 12 months and we will provide further updates in relation to costs and timescales as the matter progresses and at least every six months.

Technically you are liable for all legal costs relating to the claim. However, if you are a victim of a non-fault accident we will present our bill, at the end of the case, to the other party’s insurers as part of your claim.

**Funding**

There are various ways of funding a personal injury or clinical negligence case. For criminal injuries compensation authority matters, a contingency fee agreement may be appropriate.

Once you have completed and returned the client information form and we have made relevant enquiries, we will advise you of the best method of funding your claim which will be confirmed in writing to you at the outset.

**Disbursements and other costs**

As well as being responsible for our costs you will incur the costs of other professionals – for instance doctors/barristers fees – as your matter progresses.

These are known as disbursements. Depending on the funding arrangement you have entered into, these may be covered by the insurance you purchase, or if you have before the event insurance policy or trade union membership, they may be paid for. You will be advised accordingly. We will add VAT to costs at the rate that applies when the work is done the current rate is 20%. Certain disbursements and barristers fees also attract VAT.

**Payment of your costs if you win**

If your claim is successful you are responsible for paying our costs, but we expect to recover some costs from your opponent.

**Payment of your opponent’s costs**

If your claim is unsuccessful, you are responsible for payment of your opponent’s costs, VAT and disbursements.

If your claim is unsuccessful then you will not be liable for this firm’s costs under the ‘no win no fee’ agreement (CFA), however you would be liable to pay this firm’s disbursements and may also be liable for your opponent’s costs and disbursements. Although we believe your claim is likely to succeed, we strongly recommend that you insure against these risks. If you do not insure against these risks then you will end up having to pay for the disbursements and costs personally.

Charges – if your claim does not proceed

If we act for you under conditional fee agreement (CFA), or more commonly known as a no win no fee agreement, and we advise you not to continue with your claim, or if you proceed on our advice to a final hearing and lose we will not charge you for costs. Depending upon the funding arrangement you have you may still have to pay for your disbursements. If you decide not to pursue your claim or you fail to cooperate or we discovered further facts of which you were aware at the outset, but had failed to disclose, which are such that your prospects of success are reduced to less than 51% then our fees, disbursements, VAT and where appropriate success fee will be payable by you. If proceedings have been issued you would also be responsible for the other side’s costs in these circumstances.

If we are acting for you under a CFA, it will automatically end if you die before your claim for damages is concluded. We will be entitled to recover costs up to the date of your death from your estate. If your personal representatives wish to continue your claim for damages, we may offer them a new CFA as long as they agree to pay the success fee our costs from the beginning of the agreement with you.

**Terminating your instructions**

In the event that you wish to terminate your instructions, which you may do at any time, we would be entitled to keep your papers and documents until any sums due to us for work on your behalf have been paid. Should you wish us to discontinue working on your behalf, you should let us know this clearly in writing to prevent us continuing to carry out work and incur further costs and disbursements. In certain circumstances, we may consider it necessary to stop acting for you. This could happen if a conflict of interest arose for example, where we had instructions from another party involved in your transaction, or in other circumstances. If it was decided that we should no longer act for you, you would be charged for the work done to date including any disbursements and VAT as set out above.

**Making payment**

In some cases, particularly clinical negligence cases, we will ask you for a payment on account of our costs and disbursements at the outset your case. The amount will vary depending upon the individual circumstances of your case and the issues involved. We will request further payments on account charges and expenses to be incurred as the matter progresses. We are unable, under any circumstances to accept cash payments in excess of £250.00. We can arrange for payments to be made by monthly standing order. When these payments are put towards your bill, we will send you receipted invoice. If you have any queries about your bill, you should contact the person who conducted the matter on your behalf as soon as you receive it.

Further you have the right to have your costs or your bill assessed at any time.

**Payment of invoices**

All invoices must be settled within 28 days of the date of invoice. We reserve the right to charge interest on outstanding accounts (calculated daily from 14 days after the invoice date to the date of payment) at the rate payable on judgement debt (currently eight per cent) or, where a client is a business, the rate allowed under the Late Payment of Commercial Debts (Interest) Act 1998.

Where we are holding money due to you, e.g. where we have recovered monies from a third party on your behalf, fees and disbursements due to us and VAT (where applicable) will be deducted and the balance paid to you.

In the event of payment not being made within these terms, we reserve the right to suspend work on your file where the account is unpaid and on any other matters being dealt with for you and, ultimately, to decline to represent you further. In those circumstances, final invoices will be rendered for work on all matters calculated to that date. In all cases, while there is money owing to us for payment of our charges or expenses we will be entitled to keep all papers and documents until all invoices are paid.

**Bank interest**

Our policy on the payment of interest in relation to money that we hold on your behalf is to account to you for all sums earned if the total exceeds £20. Below this sum we will retain any such sums earned without accounting to you for them. We believe that this policy is fair and reasonable, and we keep it under continual review in the light of changing interest rates in particular.

When we are in receipt of large amounts of money we will usually place such funds on specific deposit, in which case you will receive all the interest received. General payments of interest are made without deduction of tax but tax is deducted at source on specific deposits.

Please note that the rates of interest that we might earn on your behalf are likely to be lower than you might otherwise obtain since we need to have instant access to all such funds.

**Complaints about our service or a bill**

We are committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received or about the bill, please contact Fatema Manjra using the contact details below.

We have a procedure in place which details how we handle complaints which is available on request. We have eight weeks to consider your complaint. If we have not resolved it within this time you may complain to the Legal Ombudsman.

If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman to consider the complaint (Tel: 0300 555 0333 Email: enquiries@legalombudsman.org.uk Post: PO Box 6806, Wolverhampton WV1 9WJ).

Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within a year of the act or omission about which you are complaining occurring (or you becoming aware of it).

If you are unhappy with any bill you may also be entitled to request an assessment from the courts under part III of the Solicitors Act 1974. In these circumstances we are entitled to charge interest for any sums that are or remain unpaid. There are strict time limits for this process and you may wish to seek independent legal advice.

**Financial Crime**

The law requires solicitors to get satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money

To comply with the law, we need to get evidence of your identity as soon as possible. Our practice is to only begin work once we have seen satisfactory evidence of your identity. If you cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity.

We may be required by statute to make a disclosure to the Serious Organised Crime Agency where they require

ow or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

**Storage of papers and documents**

Once your case is concluded, we will arrange for your papers to go into storage for a period usually of six years (longer if you are a minor). If you require return of any original receipts, photographs or other documents that you have provided to us then you must inform us as soon as possible as your case concludes. After the relevant storage period has expired, the papers will be destroyed. If we retrieve papers and documents from storage in relation to continuing or new instructions from you, then we would not normally charge for this. However we may make a charge based on time spent producing stored papers or documents to be handed over to you, or another person at your request, and this cost may include our time spent in reading correspondence or other work necessary in order to comply with your instructions.