

These are the terms of business for the services provided by **PAIL Solicitors**. Any terms of engagement between you and **PAIL Solicitors** shall include without limitation the following terms and conditions as if they had been incorporated into the engagement letter. You will be given these terms of business as soon as you indicate that you would like to engage our services.

On agreeing our engagement letter which will be sent to you at the beginning of any retainer, you also agree to these Terms of Business.

## Fees

The billing system we employ is an hourly fee. Under that system we charge for time spent plus costs. The bill is in units of time roughly equivalent to tenths of an hour. If something takes half an hour, we bill 5 units. This means our minimum billing unit is six minutes of time. We don't operate a client account and offer agreed fixed fees based on the fee earner's hourly rate multiplied by a fixed number of hours. A fixed fee is a flat rate fee that refers to a pricing structure that charges a single fixed fee for a service. It is of some advantage to you: **(a)** where our estimate of time is far less than actual time spent; **(b)** it allows you to budget better for our services. NB: Take note that: **(i)** there is no cap on a fixed fee (a matter might take substantially longer than we have factored into a fixed fee you will be required to pay for the excess time); **(ii)** you will not be refunded any of the fixed fee payment (in whole or in part) if you abandon the case unilaterally; **(iii)** If we decide to cease acting for you (with the exception of where it comes to light that we were provided with false or inaccurate information) then we will refund you the balance of monies remaining calculated on the billable hours incurred during the matter.

**(iv)** We keep all records of billable time spent; **(v)** If the matter should settle on terms agreed between us then you will receive all of the settlement proceeds even if it exceeds our fixed fee; **(vi)** We may also at our total discretion refund any money paid on the fixed fee if our fixed fee exceeds the amount you are able to recover on settlement (NB: we will calculate the actual billable hours spent which might exceed the fixed fee hours).

## Expenses

Clients are always responsible for all expenses these include but are not limited to barrister's fees, court costs, deposition costs, copying and duplication costs, filing fees, travel expenses, long distance telephone expenses, postage, messenger or delivery charges, facsimile charges, investigator's fees, photography expenses, computer research fees, consultant's fees, expert witness fees, and any other disbursements paid or incurred by the firm.

Not every expense is incurred in every case, but the above list covers most expenses commonly encountered. If your case is inordinately complex or is in need of immediate and extensive attention, our expense charges may be higher and we shall inform you of this before proceeding. The firm's current hourly rates are as follows:

**Principal solicitor: \*Litigation £350 \*Assistant solicitor: £150 Paralegal: £50 Secretarial/support staff: £50**

**\*We do not currently employ an assistant solicitor.**

**All routine are charged at a 1/10th of Mr Adediran's hourly rate or £350.00 per hour whichever is the lesser.**

The terms of the Retainer Letter (either signed by you or accepted by your conduct), and these Terms of Business will together form the contract between us.

## Changes to Fees

Our hourly charge-out rates are reviewed with effect from 1 January each year. We will notify you of the rates if they change and you will then be bound by them. If you do not accept the new rates after review, we reserve the right not to continue acting for you.

## Billing

As we operate on fixed fees and do not hold money on account we require payment in advance for our services. In cases where you are an established existing client and the service we are providing is the drafting of a contracts, then to help you budget for legal expenses, we are willing to bill you for 50% of the total bill in advance and for the balance on completion of the contract. You must pay the bill within 48 hours from its date. If for any reason you do not pay our bill, we reserve the right not to continue acting for you.

## The Distance Selling Regulations

If we have not met with you, the Consumer Protection (Distance Selling) Regulations 2000 will apply to this work. This means you have the right to cancel your instructions to us within seven working days of receiving our engagement letter. You can cancel your instructions by contacting us by email, fax or post to 10 Margaret Street, London W1W 8RL. Once we have started work on your file, you may be charged if you then cancel your instructions. Your instructions in writing by email or letter or by your conduct shall be deemed consent that you wish us to proceed with work on your matter.

## Insurance Mediation

This firm is not authorised by the Financial Services Authority. However we are included on the register maintained by the Financial Services 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 Solicitors Regulation Authority. The register can be accessed via the Financial Services Authority website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register).

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Complaints Service is the independent complaints handling body of the Law Society.

## Process for Termination of Retainer

You may end your instructions to us in writing at any time, but we can keep all your papers and documents while there is still money owed to us for fees and expenses.

We may decide to stop acting for you only with good reason. 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. These are calculated on an hourly basis plus expenses or by proportion of the agreed fee based on the fee earner's hourly rate.

## Litigation

If we act for you on a contentious matter and you are successful you will be responsible to us for all the legal fees and expenses that you incur although you may be able to recover some of them from your opponent. In our experience you rarely recover 100% of your legal costs from your opponent even if you are successful overall in your litigation. You are usually able to recover 70%/80% of your legal costs if you are successful overall. However, what you are able to recover in legal costs, will depend on the circumstances of each case.

## Legal Aid

We do not carry out legally aided work.

## Document Storage

It is our policy to store files and papers relating to your matter for a minimum of seven years from the date the matter was completed. This does not apply to any papers that you ask to be returned to you.

## Conflicts

Conflicts between your interests and those of another client may arise. If there is a conflict of interest, we might have to cease acting for you. Conflicts may arise (amongst other reasons) because: we have discovered information while acting for another client which we would normally be bound to disclose to you, and such disclosure would conflict with our duty of confidentiality to that other client. If such a situation should arise, we have the right to withhold that information and terminate our engagement with you. We may also cease to act in a particular matter for the other client involved. All fees and disbursements and VAT up to the date of termination will be charged.

## English Law

All of our advice is given on the basis of the laws of England and Wales. To the extent we advise on documents governed by the laws of other jurisdictions, we will not be advising on any specific implications of the laws of those jurisdictions.

## Rights of Third Parties

Our agreement with you is personal as between you and us and is not intended to confer any rights of enforcement on any third parties pursuant to the Contracts (Rights of Third Parties) Act 1999.

## Conditional Fee Arrangements

We do not enter into Conditional Fee Arrangements under any circumstances.

## Governing Law

These terms are governed by English law and any disputes arising in connection with these terms are subject to the exclusive jurisdiction of the English courts.