

POPPLESTON ALLEN

Terms of business

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It is our policy to explain from an early stage the terms on which we act for you. These terms are intended to apply for all work undertaken by this firm for you (now and in the future) unless otherwise agreed.

Poppleston Allen is a partnership of limited companies and is constituted under the laws of England and Wales.

Reference in any correspondence or document to a Partner is to a corporate partner in the partnership with named individuals being Directors of those limited companies. Such individuals provide services on behalf of Poppleston Allen and not on their own behalf.

Client care and communications

We aim to offer all of our clients an efficient and effective service. However, should there be any aspect of the handling of your case with which you are not satisfied, including the level of fees, would you please refer the matter initially to the person primarily responsible for it. If you are still not satisfied, please contact our Client Care Partner, Lisa Sharkey (l.sharkey@popall.co.uk), or Graeme Cushion (g.cushion@popall.co.uk) as Compliance Partner on 0115 953 8500 or via email, or by post to our Nottingham office. A written complaints handling policy is available upon request.

If you are still not satisfied with our handling of your complaint you can ask the Legal Ombudsman to consider your complaint. They can be contacted at PO Box 6806, Wolverhampton, WV1 9WJ or 0300 555 0333.

You authorise us to communicate with you and others in connection with your matters by email and other methods of electronic communication including service of our invoices.

Data protection

The Data Protection Act 2018 and the UK General Data Protection Regulation places responsibilities on people and organisations who obtain personal information. The Act has particular regard to the right of the individual. It includes the right for individuals to have their information protected and imposes special conditions and rights if this information is classed as “sensitive”. “Sensitive personal information” is defined by the Data Protection Act 2018 as comprising information about racial or ethnic origin, health, religious beliefs, sexual life, convictions or sentences and trade union membership.

In order to advise you properly, we will need to obtain certain information from you and your employees which will include personal information and may include sensitive personal data. Any information collected from you by us will be carefully protected and any details which could be defined as “sensitive” will receive extra protection.

We will not pass any information on to unrelated third parties except:

1. Courts, councils and other Responsible Authorities in order to process licensing applications;
2. Where you have consented for us to do so;
3. Where we are under a legal, regulatory or professional obligation to do so (for example to comply with anti-money laundering regulations)

“Sensitive” information may not be obtained or processed without your explicit consent. Should your consent not be given, it may not be possible to advise you properly.

We would like to use the information that we hold about you to contact you from time to time by post, fax, email or telephone to update you about our services, events and legal developments which may be of interest to you. We will contact you separately to identify what, if any, information you would like to receive and your preferred method of delivery.

In accepting these terms and conditions of business you are giving Poppleston Allen your positive consent to obtain, store and process information about you and your employees including such “sensitive personal information” as defined by the Data Protection Act 2018.

Under the Data Protection Act 2018 we have provided formal notification to the Information Commissioner’s Office that we process personal information under the Act.

By agreeing to these terms and conditions of business you agree that all information we hold about you or your employees can be held on computer and/or paper files. You agree that any information which you give us may be disclosed to third parties for the purpose of processing any applications for which we are responsible or to enable us to provide the legal services required.

Subject to further confirmation from you, we may instruct barristers on your behalf to provide their services to you in respect of the provision of further expert advice, where required, or in respect of the provision of advocacy services. Barristers are subject to the provisions of the UK General Data Protection Regulation and the Data Protection Act 2018 and must have their own policies in place to protect your personal data.

By confirming your instructions and agreeing to these terms and conditions you confirm that you are compliant with your obligations under the UK General Data Protection Regulation and domestic legislation, where applicable, and that you have the appropriate consent to disclose your employee's personal data to us in order to provide the legal services requested.

You are entitled to request details of the information we hold about you and for further information about our data protection obligations and your rights to access or modify your information please see our Privacy Policy, a copy of which can be provided to you and is publically available on our website.

Money Laundering and Terrorist Financing regulations

The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 require that we must obtain and use personal information about our clients for the purposes of preventing money laundering and funding terrorism. Under the Regulations we must gather evidence of the identity of our clients and of any 'beneficial owners' (people who own or control a client). To facilitate this process, we will complete independent electronic identity verification checks on you with another service provider and we may ask you to provide personal details or original or certified copy personal or business documentation (as required by the Regulations) to check your identity.

The service provider who carries out the check will record the fact that we have completed a search and may also use the details from our search in the future to help other companies confirm people's identities. The provider may also reveal your information to a credit reference agency to confirm your identity. That agency may keep a record of the search, but they will not carry out a credit check and your credit rating will not be affected.

We may, on occasion, request details regarding source of funds for a particular transaction and all information provided will be treated in the strictest confidence in line with Data Protection principles and our Privacy Policy.

Information provided for these purposes will not be used for any other purpose than fulfilling our legal and regulatory obligations.

To ensure our compliance with the Regulations, any delay in confirming your identity may cause a small delay in the work we are carrying out for you. Neither we, nor our members or lawyers, accept any liability to you for any loss or damage caused by that delay.

Costs

We charge some matters upon a fixed fee basis and where appropriate this will be the subject of a separate quote. In other cases, our charges will be calculated mainly by reference to the time spent on your file (including travelling) by the solicitors and the other staff dealing with this matter.

Charge out rates are as follows:-

Partners £450 per hour; Senior Associate Solicitors £405 per hour; Associate Solicitors £375 per hour, Senior Solicitors £340 per hour; Junior Solicitors £290 per hour; Legal Executive, Senior Paralegals and Trainee Solicitors £265 per hour; Paralegals £200 per hour and Clerks £110 per hour.

We reserve the right to charge an enhanced rates if the case is one of unusual urgency, complexity or value and importance to you. The charging rates given do not include VAT, which will be additionally payable. Our VAT number is 610752862.

Routine letters and emails we write or receive together with routine telephone calls will be charged as units of 1/10th of an hour. All other letters, emails, telephone calls and other time spent on your matter will be charged on a time basis. Our hourly rates are reviewed annually. If you do have any queries about the revised rate, please contact any of the partners.

You may wish to check with your insurers whether you are entitled to make any claim in respect of our costs.

Disbursements

Disbursements (other than mileage) are recharged to our clients at cost. Any disbursements under £100 (excluding VAT) will be paid by the firm and included in an interim or final bill to our clients. We will not generally pay any disbursement over £100 (excluding VAT) without having received sufficient monies on account either generally from our clients or in response to a specific disbursement-only invoice. Travel

mileage is currently charged at 65 pence per mile. Any plans printed by us, which we receive by Autocad will be printed at a cost of £2.50 per copy plus VAT for A1 size plans, £3.00 per copy plus VAT for AO size plans and £0.50 per copy plus VAT for A3 size plans. Other disbursements normally payable are council fees, the cost of advertising applications in the newspaper and any courier charges, special delivery postage charges or accommodation expenses which may be necessary. Please note all applications for Temporary Event Notices are submitted via Special Delivery to ensure their safe arrival with the Council and Police Authorities. The only exception is where the Local Authority provides an on-line electronic portal for submission of applications. Disbursement only invoices fall due and payable immediately. In some cases, failure to pay promptly could delay progress of your case.

Monies held on account

Where we hold monies on your behalf for any reason and you owe us money in any matter, we reserve the right to use such funds in settlement.

Aborted costs and disbursements

If for any reason your matter does not proceed to completion we will charge you for work done and disbursements incurred.

Payments on account

It is our standard practice to request new clients to provide some form of assurance as to their ability to pay their estimated bill in advance of work taking place. Our credit control practices require us to review these assurances periodically, even for long established and valued clients. It is standard practice to request a payment on account of our estimated costs and for any disbursements. This payment will be retained on our client bank account until a bill is delivered. Such a payment will be requested at an initial stage before work proceeds from new clients or, in some cases, from existing clients, or in respect of cases which are likely to be highly complex and on-going for a long period of time or which require heavy disbursements. We may ask for further payments on account as the matter progresses. Such payments on account will be offset against your final bill but our total costs and disbursements may be more than any money held on account.

Where a payment on account is not received within 7 days of it being requested or the full names, addresses and dates of birth of individuals for when we need to validate their identity within 7 days of us requesting the details or where such monies or details are not received 7 days before the date of a hearing (whichever is the earlier) then, we reserve the right to cease work until payment has been received as requested.

The Law Society's Rules about clients' money are detailed and strict.

We cannot pay out money on your behalf until we are in possession of cleared funds. Any cheques must therefore be received by us at least seven days before the money is to be paid out. If a longer clearance period is required, we shall advise you nearer the date.

Similarly, if we received cheques for you, they have to be cleared through our bank before we can pay you.

The SRA Accounts Rules require us to enter into an agreement with clients with regard to the payment of interest on monies held in client accounts. Any interest earned on the general client account will be retained by the firm. Any interest earned on designated deposit accounts will be paid to the client. This interest may be paid to you gross (i.e. without any deduction of tax). Please note that it will be your responsibility in such circumstances to account to the HM Revenue & Customs for tax (if any) due on this interest. Any interest paid on designated client deposit accounts will be credited back to you as the client.

If you are a new client, we may undertake a credit check and/or identity validation check on you as an individual.

Money received from overseas clients

Any balance on an account at the end of the matter or requested to be returned at any time during a matter, is subject to the following terms:

1. The amount returned will be equivalent to what was received in GBP Sterling less any costs or fees agreed with the client.
2. Poppleston Allen take no responsibility for exchange rate fluctuations, which can result in the return of less funds in the client's domestic currency than what was converted to GBP Sterling initially by the client.

3. Poppleston Allen make no gain or loss on conversions to a foreign currency, the risk or reward to the client is purely in relation to exchange rate fluctuations during the period of our handling of money paid on account.

Billing and bank details

Interim invoices may be prepared on a monthly basis if the level of charges so warrants. This way the cost of your matter is spread throughout its duration and will allow you to monitor the amount of your costs incurred and the progress of your case at regular intervals. On completion of your matter, a final bill will be issued.

Unless we tell you otherwise in writing, all of our interim invoices are interim statute bills and are final for work undertaken on your behalf for the period covered rather than requests for payment on account and must be paid in full immediately on receipt unless otherwise agreed in advance with you.

You are entitled to ask the court to assess the amount of the invoice if the value is disputed.

Once a note of our fees has been rendered to you, either by interim or final bill we require payment within 21 days. The highest percentage of our costs is in respect of salaries, which have to be paid on a regular basis. We therefore have to pursue overdue debts in a rigorous but professional manner.

As previously stated, disbursement only invoices fall due and payable immediately.

Please note: Our bank account details will not change during the course of a transaction, and we will not inform you of changes to our bank details via email. If you ever have any concerns or queries about our bank account details, please contact us by telephone as we cannot be held responsible for any monies transferred to an incorrect bank account.

Disputed invoices

We make every effort to avoid disagreements over our invoices, but we accept that there may be occasions where disagreements will arise. These terms do not restrict your right to challenge our charges and there are a number of options open to you, including:

- Raising the matter with the person dealing with your matter or the supervising partner;
- Using our complaints procedure

- Making a complaint to the Legal Ombudsman if we are unable to settle your complaint and as long as you meet certain conditions; or
- Applying to the court for your invoice to be assessed under Part III of the Solicitors Act 1974. (Please note, the Legal Ombudsman may not consider a complaint about an invoice if you have applied to the court for an assessment.)

Interest on overdue invoices

If a bill is not paid within 21 days of the date of the invoice interest will be charged on the overdue amount at the statutory judgement rate. This is because our fee structures are based on the assumption of prompt client payment.

If invoices are not paid within the stipulated credit period, then we reserve the right to stop work on all matters upon which we are working on your behalf, which will include court attendance, provided at least 2 weeks' notice is given to you that we will not be attending on your behalf. Ultimately, we will look to the directors of a limited company to pay any outstanding invoices personally.

We sincerely trust that these procedures will not be necessary, however, they are stated here as a matter of record of our credit control policy.

If there is any reason why payment cannot be made (e.g., because the invoice is disputed), then please speak to us straight away. Payment for the non-contentious element of any bill, however, will still be required within the credit period.

Lien for unpaid costs

Unless otherwise agreed in writing, our fees are payable whether or not a matter is successfully concluded. If any matter does not proceed to completion for any reason during the period in which we are instructed, then we will be entitled to charge for work done as set out above but, at its absolute discretion, we may waive part or all of such entitlement to fees. Following the conclusion of your matter, we are entitled to retain your file of papers and documents while there is money owing to us for fees.

Your liability to us

You are responsible for payment of our bills and disbursements even if someone else has agreed to pay a bill or we have agreed to send a bill to a third party for payment on your behalf or you have the benefit of legal expenses insurance or have been awarded costs by a court.

Our liability to you

In the absence of any negligence or default by any of our staff we accept no liability for any loss or damage whether financial or otherwise which may be suffered by our clients as a result of any negligence or act of default on the part of any person(s) or company we use to place statutory notices in any newspaper or circular or in the service of documents.

Equally we cannot guarantee to carry out urgent instructions received by email, letter or fax. Any urgent instructions must be communicated to us initially by telephone and then confirmed in writing.

Poppleston Allen maintains professional indemnity insurance which is provided by Qualifying Insurers compliant with the requirements of the Solicitors Regulation Authority in England & Wales and with the requirements of the Law Society of Scotland. Our professional indemnity insurance covers Poppleston Allen for acts or omissions wherever in the world they occur up to a value of £5 million per claim. Further details may be obtained from the Managing Partner on 0115 953 8500. Subject always to Poppleston Allen's liability in relation to claims for death, personal injury or fraud, Poppleston Allen's total liability for any one claim under or in connection with your instructions to Poppleston Allen (whether in contract, tort including negligence, breach of statutory duty or howsoever arising) shall not exceed the sum of £5 million.

Personal guarantee

Where we are acting on any matter for two or more persons such persons shall be jointly and severally liable to us for payment of our bills and disbursements. Where we are acting on behalf of a limited company any director or where we are acting on behalf of a Limited Liability Partnership any member, signing an acceptance on behalf of the company or partnership to these terms and conditions hereby personally guarantees payment of all bills and disbursements payable to us by the company or limited liability partnership so that the director or member shall be personally liable to us for the same in addition to the liability of the company.

Information

You will be required to provide us with all information requested including original licences, certificates, consents and plans. You agree to all documents which we receive from you, or from the council or any other authority, being scanned at our offices and an electronic copy of the document being retained on our Office Management System.

Storage of papers and documents

Upon completion of our work for you, we are entitled to keep all your papers and documents while there is money owing to us.

We will keep our file of papers (except for any of your papers which you asked to be returned to you) which will be electronically scanned and stored:

- for whatever period of time we consider reasonable in the circumstances; or
- for the amount of time we have to store them by law, whichever is the longest.

We retain electronic files on the understanding that we have the authority to destroy all data subject to the above timescales. We will not destroy documents you ask us to deposit in safe custody.

Client related compact discs (CD's) or memory storage devices, such as USB's, will be stored securely on-site and diarised for destruction accordingly. CD's will be shredded and USB's will be wiped clean and reformatted.

If we retrieve papers or documents from electronic storage in relation to continuing or new instructions, we will not normally charge for such retrieval.

Termination

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

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

We may decide to stop acting for you only with good reason and upon reasonable notice. For example, if you do not pay an interim bill or comply with our request for a payment on account; if there is a breakdown in confidence; we are unable to get proper instructions; or another firm is acting for you. You are still liable to pay our costs and disbursements incurred up to the date of termination.

Where a payment on account is not received within 7 days of it being requested or money on account is required 7 days before the date of a hearing and it is not received; then we reserve the right to cease work until payment has been received as requested. If requested to provide the full names, addresses and dates of birth of individuals for validation of identity, then these should be provided within 7 days of us requesting the details; if not received again we reserve the right to cease work until these details have been provided in full.

Agreement

Unless otherwise agreed, these terms of business apply to any instructions you give us. They are the only terms of business upon which we are prepared to deal and provide services to you and they govern the contract under which those services are provided to the entire exclusion of any other express terms and/or conditions.

Your continuing instructions will amount to your acceptance of these terms of business. For the avoidance of any doubt these terms of business and the contract under which services are provided to you will take effect upon the earlier of your submission of this agreement by completion of the details below or our commencement of the provision of services to you pursuant to your instructions. Even so, we ask you to please complete and submit this form so that we can be confident that you understand the basis on which we will act for you.

Contact us:

For more information contact our licensing solicitors via our website at
popall.co.uk/meet-the-team

You can also give us a call using:

Nottingham: 0115 953 8500

London: 020 3859 7760

Addresses:

37 Stoney Street

Nottingham

NG1 1LS

The Stanley Building,

7 Pancras Square, Kings Cross,

London

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Licensing law. We get it.

PopplestonAllen