

## Terms and Conditions of Business

**Date:** means the date you sign our Client Declaration

**Cancellation Period Ends:** 14 days from the Agreement Date

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Coles Solicitors is a trading name of Coles Solicitors Limited, a Company Registered in England and Wales with registration number 6301682. The Registered Office is at Century House, Thornfield Business Park, Standard Way, Northallerton DL6 2XQ; telephone number **01609 780717**; web site: **www.coleslaw.co.uk**; Value Added Tax ('VAT') number 883256400.

Coles Solicitors Limited is authorised and regulated by the Solicitors Regulation Authority under registration number 46896.

A list of Directors is available for inspection at our Registered Office. All solicitors who are directors, consultants or employees of Coles Solicitors Limited are members of the Law Society and hold current practising certificates issued by the Solicitors Regulation Authority.

In these Terms of Business all first person terms such as 'we', 'us' and 'our' refer to Coles Solicitors and not to any Director, Partner, Consultant or Employee personally. By entering into this Agreement, you are entering into a contract with Coles Solicitors and not with any Director, Partner, Consultant or Employee personally.

We are bound by various professional rules of conduct (contained within the SRA Handbook) which can be viewed at [www.sra.org.uk/handbook](http://www.sra.org.uk/handbook) or by writing to 'Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN' or calling the Solicitors Regulation Authority's contact centre on 0870 606 2555 (inside the UK), 0800 to 1800, Monday, Wednesday, Thursday and Friday or 0930 to 1800 on Tuesday.

The SRA Indemnity Insurance Rules 2011 require us to take out and maintain professional indemnity insurance with appropriate insurers. Information about the compulsory layer of professional indemnity insurance we carry, including the contact details of our insurers and the territorial coverage of our insurance, are available in hard copy at our Registered Office.

### Terms of Business

These Terms of Business may not be varied unless agreed in writing and signed by a Director. They should be read in conjunction with our client care letter which sets out the basis on which we act for you and any documents referred to in that letter. Together these form the 'Agreement' between us relating to each matter on which we advise you.

These terms, including the limits on our liability, shall apply to all work done by us for you (and any work to be done in the future) unless we otherwise notify you in writing.

### Excluded Advice

We do not advise on the laws and regulations of jurisdictions other than England & Wales (which for these purposes includes the law of the European Union as applied in England & Wales).

Whilst we have a degree of understanding of taxation relevant to an individual or corporate entity or value added tax or other taxation, we are not qualified to give any taxation advice in any form and you should take the professional advice of a taxation accountant or your own accountant. This includes Stamp Duty Land Tax. If you wish us to help you appoint an appropriate accountant please ask. Unless specifically agreed with us in writing we cannot and will not accept responsibility for the tax implications and consequences of your instructions.

We do not provide financial advice generally, or comment upon the commercial viability of any transactions upon which we advise.

### Copyright

Unless we agree otherwise, all copyright which exists in the documents and other materials that we create whilst carrying out work for you will remain our property. You have the right to use such documents and materials for the purposes for which they are created, but not otherwise.

If you use such documents for any purpose other than that for which they were created we are not responsible to you for any losses that you may suffer as a result.

## **Terms and Conditions of Business**

Unless otherwise required by law or court order, you agree not to make our work, documents or materials available to third parties without our prior written permission. Our work is undertaken for your benefit alone and we are not responsible to third parties for any aspect of our professional services or work that you make available to them.

### **Equality & Diversity**

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. Please contact us if you would like a copy of our Equality and Diversity Policy. If you act or instruct us to act in a way which is contrary to our Equality and Diversity Policy, we may terminate our retainer with you.

If you consider yourself to have a disability, or if you have any special requirements in relation to the way in which you would like us to handle your work, please let us know.

### **Client Satisfaction and Complaints**

We operate strict client care and quality policies and always aim to provide you with the highest level of legal expertise and to be available, approachable, understandable, prompt and courteous.

We will keep you informed about all important developments in your case and we will respond to your letters, emails and telephone calls promptly and efficiently.

The vast majority of our clients are very happy with the service we provide them, but in the event that you have any cause for concern, including about a bill, then please be aware that you are entitled to make a complaint. Our complaints procedure is included in your client care pack or a copy is available on request.

### **Charges and Expenses**

Solicitors have to pay out various expenses on behalf of clients, ranging from Land Registry or Probate Registry fees, court fees, experts' fees, and so on. We have no obligation to make such payments unless you have provided us with the funds for that purpose. VAT is payable on certain expenses. We refer to such payments generally as 'disbursements'.

Our fees and charges for legal work differ depending on the nature of the area of work into which the matter falls. Details of the costs relating to your matter are contained in our client care letter and may be updated as your matter progresses.

Where we charge at an hourly rate for the work done on your behalf our charges will be based on the time spent by our staff in respect of the work that they do, which includes telephone calls, meetings, letters and emails, drafting and reading papers etc. and may include time spent when travelling. Routine letters, emails and telephone calls made are charged as 1 unit of time (1/10<sup>th</sup> of an hour or 6 minutes) and items received are charged as half a unit (3 minutes). Where the time spent on the work or the communication (made or received) exceeds the routine amounts then the actual time will be charged in units of 6 minutes duration.

If your instructions mean that we have to work outside normal office hours or carry out work of exceptional urgency, we reserve the right to increase the level of the hourly rates. You will be notified of any increased rate.

### **Return of Funds to You**

In light of recent cyber fraud and the risk posed by electronic payments we have increased our security checks when we send money to clients by electronic transfer to ensure that your money will reach your account. Our requirements to ensure that this process is done safely are contained in our Cyber Security Information Sheet which is sent to you with our Client Care Pack. If the security checks fail, then we will revert to sending any money due to you by a personally addressed cheque. You will have three options for delivery of your cheque. You can collect it from any of our offices in person and present ID and sign a receipt. You can have it posted to you at your address provided or you can ask for secure signed for delivery (we recommend that you select this service for your own security particularly if you receive your post in a communal building). We will charge a fee of £5.00 plus VAT for the secure delivery of your cheque to you when using the signed for method.

Throughout 2019 we are supporting Kitchen for Everyone, a charity that supports homeless people in our region. For every matter we bill in 2019 we would like to add a voluntary donation on your behalf of £1.00. At the end of the year we plan to match the amount raised from your donations which will result in a donation in the region of £9,000. Please confirm to us if you are happy to make this donation.

## Terms and Conditions of Business

### Calculating your fees (NOT FOR CONVEYANCING OR PRIVATE CLIENT CLIENTS)

Our charges are calculated mainly by reference to the time actually spent by our staff in respect of any work which they do on your behalf. This may include meetings with you and perhaps others; reading, preparing and working on papers; making and receiving telephone calls, emails, faxes and text messages; preparation of any detailed costs estimates, schedules and bills; attending at court; and time necessarily spent travelling away from the office. From time to time we may arrange for some of this work to be carried out by persons not directly employed by us: such work will be charged to you at the hourly rate that would be charged if we had done the work ourselves.

Routine letters, e-mails and texts that we send and routine telephone calls that we make and receive are charged at one-tenth of the hourly rate. Routine letters, e-mails and texts received are charged at one twentieth of the hourly rate. Other letters, e-mails and calls are charged on a time-spent basis.

The current standard hourly rate for the fee earners working on your matter will be detailed in your client care letter. We will add VAT to this at the prevailing rate.

Our hourly rates are reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed with effect from 1 January each year. If a review is carried out before this matter has been concluded, we will inform you of any variation in the rate before it takes effect.

In addition to the time spent, we may take into account a number of factors, including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken, and any particular specialist expertise that the case may demand. An increase in the rates may be applied to reflect such factors. In property transactions, in the administration of estates and in matters involving a substantial financial value or benefit to a client, a charge reflecting, for example, the price of the property, the size of the estate, or the value of the financial benefit may be considered. It is not always possible to indicate how these aspects may arise but on present information, we would expect them to be sufficiently taken into account in the rates which we have quoted. Where an increase in the rates or a charge reflecting any value element is to be added, we will explain this to you before proceeding.

If, for any reason, this matter does not proceed to completion we will be entitled to charge you for work done and expenses incurred in accordance with our standard hourly rate.

If your matter is being handled under a conditional fee agreement or other funding arrangement, separate terms and conditions will apply to your arrangement.

### Payment Arrangements

In all matters, we will expect to receive a payment on account at the commencement of work. We will detail the amount required in the Key Information Document which will be sent to you in our Client Care Pack.

It is normal practice to ask clients to pay interim bills and sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. This helps you in budgeting for costs as well as keeping you informed of the legal expenses which are being incurred. If such requests are not met with prompt payment, delay in the progress of a case may result. In the unlikely event of any bill or request for payment not being met, this firm reserves the right to cease carrying on any further work for you.

Payment is due to us within 14 days of our sending you a bill. Interest will be charged on a daily basis at 4% over Lloyds Bank's base rate from time to time from the date of the bill in cases where payment is not made within 28 days of delivery of the bill to you.

We will retain any money, papers or other property belonging to you which come into our possession pending payment of our costs. This includes retaining your file pending payment where you have decided to disinstruct us and wish us to transfer your file to another firm.

Payment may be made by cheque payable to Coles Solicitors Limited. Please allow TEN working days for us to be in receipt of cleared funds. Where we are instructed to transmit to another party funds that have arrived with us by cheque we must allow a full period of 10 working days before we can transmit the funds elsewhere.

Please note that if you provide us with payment by cheque which is not honoured we will levy a charge of £25 plus VAT for our administration charges over and above any third party charges we incur.

Payment may also be made by cards bearing the Amex, Visa or Mastercard logo.

## Terms and Conditions of Business

If you send payments to us in multiple batches on the same date or within days of each other in order to avoid incurring a bank transfer fee levied by your bank, we reserve the right to levy a charge of £35.00 plus VAT on each batch of five receipts to cover our additional time, work and expense in administering multiple receipts. You may be better placed to incur the nominal charge levied by your own bank.

Payments due back to you will be paid by electronic transfer (subject to our fraud security checks being met) or by cheque. We will not pay sums back to you in the form of cash. We will not accept instructions to pay funds to a third party.

### Limitation of Liability

You agree that the limitations on our liability as set out in this Agreement are reasonable having regard to the nature of your instructions and the work involved and the availability and cost of professional indemnity insurance.

We will undertake the work relating to your matter with reasonable skill and care. Whilst we owe you a duty to carry out our work in a professional and proper manner, we expressly exclude any liability to you for any delay, loss or expense which may arise as a result of our compliance with any statutory or other regulatory requirements imposed upon us by law.

If any part of this Agreement which seeks to exclude, limit or restrict liability (including provisions limiting the amount we will be required to pay or limiting the time you have to bring a claim) is found by a court to be void or ineffective for any reason, the remaining provisions shall continue to be effective.

We will not be liable under this Agreement or laws of negligence for any deficiencies in the work we have undertaken if and to the extent that deficiencies are due to any false, misleading or incomplete information or documentation which has been provided to us (whether by you or any third party) or due to the acts or omissions of you or any third party.

Despite anything else contained in this Agreement, we are not under any obligation to act for you (or to continue to act for you) if to do so would breach any laws or professional rules. Therefore, we will not be responsible or liable to you for any loss which you or any other party may suffer as a result of our refusal to proceed with your matter where we would be in breach (or we reasonably believe that we would breach) of our legal obligations or our professional rules.

Except as stated above, the total aggregate liability of Coles Solicitors to you under or in connection with this Agreement (including any addition or variation to it), whether for breach of contract, negligence, breach of statutory duty, or otherwise, shall not exceed £3 million.

Where we are instructed jointly by more than one party, the limit on our liability applies, in total, to all of you collectively (including anyone claiming through you or on your behalf).

You agree that you will not bring any claims or proceedings in connection with this Agreement against our directors, members, partners, consultants or employees personally, unless (and to the extent that) you are otherwise permitted to do so by law or our professional rules. Our employees may enforce this clause even though they are not parties to this Agreement (but despite having such rights, this Agreement may be varied or ended without their consent).

Proceedings in respect of any claim against us must be commenced within 3 years after you first had (or ought reasonably to have had) both the knowledge for bringing an action for damages and the knowledge that you had the right to bring such an action and in any event no later than 6 years after any alleged breach of contract, negligence or other cause of action. This provision expressly overrides any statutory provision which would otherwise apply; it will not increase the time within which proceedings may be commenced and may reduce it.

If we are liable to you, and any other party or parties would have been found liable to you together with us, in respect of the same claim if either:

- you had also brought proceedings or made a claim against them; or
- we had brought proceedings or made a claim against them for a contribution towards our liability

then any sum due from us to you shall be reduced by the proportion for which such other party or parties would have been found liable had those proceedings been brought or those claims been made.

Nothing in this Agreement excludes or limits the liability of Coles Solicitors for:

- Death or personal injury caused by negligence;
- Fraud or fraudulent misrepresentation; or
- Any liability if and to the extent that it is not permissible in law or our professional rules for such liability to be limited or excluded.

## Terms and Conditions of Business

### Deposit of Client Money

Unless otherwise agreed by us in writing, if we receive any sums to hold on your behalf (whether received directly from you or from a third party) then we may deposit such money into an account or accounts with any bank or financial institution (a "deposit provider" which expression shall include bank, financial institution or clearing house through which transfers are made) of our choosing. We confirm that we comply with any applicable laws and any applicable rules of a regulatory authority in respect of the making of any such deposits.

We shall not be liable for any loss which you or any third party may suffer in connection with an Insolvency Event occurring in relation to any deposit provider with whom we have deposited funds or through whom transfers are made, save if and to the extent that any such loss was caused by or contributed to by any breach by us as set out below.

### Small Amounts

From time to time after the conclusion of a matter we can receive small sums of money on behalf of clients, the costs of administering which are normally outweighed by the sum of money involved. It is our policy to distribute sums of less than £50.00 to local charities and by signing these Terms of Business you are authorising us to distribute these sums in this way.

We occasionally will need to return small amounts of money to you and we have discovered that when returning sums to clients of less than £10.00 our cheques remain uncashed, causing difficulties with our accounts and bankers. We will return sums of less than £10.00 to you by way of cash or usable stamps.

### Interest Payments on Client Money

In holding client's money, we have an obligation under the SRA Accounts Rules 2011 to pay interest on that money at a fair and reasonable rate and are required to put in place an interest policy; this policy is available on request.

### Financial Services and Insurance Contracts

The Law Society of England and Wales is a designated professional body under Part XX of the Financial Services and Markets Act 2000 which means that we may carry on certain regulated activities without being regulated by the Financial Conduct Authority. This means that we may be able to provide limited financial services to you where such services arise out of, or are complementary to, the provision of legal services.

The Law Society is the designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation has been delegated to the Solicitors Regulation Authority (the independent regulatory body of the Law Society), and responsibility for handling complaints has been delegated to the Legal Ombudsman. The contact details for the Solicitors Regulation Authority together with the contact details of the Legal Ombudsman can be found above.

The limited regulated activities that we carry out are issuing certain insurance policies, such as after the event legal expenses insurance, defective title insurance and other property indemnity insurance (such as breach of covenant, absence of easement, lack of planning permission, unknown rights and covenants policies). We may charge £25.00 plus VAT for arranging a Chancel Liability policy and £50.00 plus VAT for any other conveyancing related policy. We do not earn any commissions upon the sale of policies which we may recommend to you.

We are not authorised by the Financial Conduct Authority. However, we are an insurance distributor and included on the register maintained by the FCA so that we can carry on insurance distribution 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 the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at [www.fca.org.uk](http://www.fca.org.uk).

Any insurance policy arranged by us on your behalf, shall, in our opinion, be adequate to meet your needs, but you are hereby informed that we do not recommend any policy over and above any other and that it is your responsibility to check that you are satisfied with the excess levels, exclusions, limitations and other policy terms. We do not conduct a fair analysis of the insurance market prior to arranging insurance policies. You can request details of the insurance undertakings with which we conduct business at any time.

You hereby agree to provide us with details of any relevant existing insurance policies you may have and you agree that we shall not be liable to you for any losses you sustain as a result of your failure to provide us with such details.

### Storage of File Papers

After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. In addition, after one year, further storage is on the understanding that we have the right to make a charge for storage if we ask you to collect your papers and you fail to do so.

## Terms and Conditions of Business

If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we will make a charge of £25.00 plus VAT for producing stored papers or documents to you or another at your request. We may also charge for reading, corresponding or other work necessary to comply with your instructions.

### Storage of Wills, Deeds, Powers of Attorney, etc.

We will not destroy any documents such as wills, deeds, and other securities that you ask us to hold in safe custody. While we do not currently make a charge for storage of such documents, we reserve the right to do so in the future and such charges will be notified to you in advance. If we are required to store any items which are not documents (such as jewellery), we reserve the right to make an additional charge in relation to this.

### Personal Guarantee of Signatory - Limited Company

If we are being instructed by an entity with limited liability (including a limited company or limited liability partnership) the person signing the client declaration on behalf of that entity hereby confirms that (a) he or she is a director of that limited liability entity and (b) he or she hereby unconditionally guarantees that the due and punctual performance and observance by that limited liability entity's obligation and the punctual discharge by that limited liability entity of all that limited liability entity's liabilities to us and (c) he or she hereby unconditionally and irrevocably agrees to indemnify us and keep us indemnified against all and any losses costs claims liabilities and damages demands and expenses suffered or incurred by us arising from the failure of that limited liability entity to comply with any of its obligations or discharge any of its liabilities to us (including in the event of the insolvency of that limited liability entity).

### Personal Guarantee to us of Limited Company Director

If we are being instructed by an entity with limited liability (including a limited company or limited liability partnership) the person signing the client declaration on behalf of that entity hereby confirms that:

- (a) he or she is a director of that limited liability entity and
- (b) he or she hereby unconditionally guarantees that the due and punctual performance and observance by that limited liability entity's obligation and the punctual discharge by that limited liability entity of all that limited liability entity's liabilities to us and
- (c) he or she hereby unconditionally and irrevocably agrees to indemnify us and keep us indemnified against all and any losses costs claims liabilities and damages demands and expenses suffered or incurred by us arising from the failure of that limited liability entity to comply with any of its obligations or discharge any of its liabilities, to us (including in the event of the insolvency of that limited liability entity).

### Tax Advice

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, please raise them with us immediately. If we can undertake the research necessary to resolve this issue, we will do so and advise you accordingly. If we cannot, we may be able to identify a source of assistance for you.

## MONEY LAUNDERING AND FRAUD PREVENTION

### Anti-Money Laundering Identity Checks

All solicitors are obliged to carry out customer due diligence ("CDD") in accordance with the UK anti-money laundering and counter-terrorist financing regime. This includes us obtaining and keeping documentary evidence of the identity of clients and gaining an understanding of their financial status and normal business affairs.

In the case of individuals (including directors, secretaries and shareholders of a company or members of a limited liability partnership), we require to see and keep a certified photocopy of a passport, photo driving licence, or national identity card (or similar document) as evidence of your identity and a recent utility or council tax bill (or similar type of document) as additional evidence of your address.

We may carry out electronic verification of all identity documents provided to us. If the cost of any such search exceeds £10.00 it will be charged to you.

For all companies we will carry out a search of Companies House (or similar registry in foreign jurisdictions) and may ask for further information.

For non-listed companies and other organisations, we will also require the evidence for individuals for one or more directors, company secretaries, shareholders, partners or other persons authorised to represent the organisation.

For other legal entities we will inform you of the evidence required to confirm identity.

## Terms and Conditions of Business

### Definition of a Politically Exposed Person (PEP)

As solicitors, we have an obligation to guard against bribery, corruption and money laundering. As part of that, we need to make sure that we know if any of our clients are what is known as Politically Exposed Persons. This does not mean that we cannot act for you if you fall into this category – we just need to ensure that we are aware of it so that we can put additional protections in place.

A Politically Exposed Person (PEP) is a person who has been entrusted by:

- any state including the UK;
- an EU institution; or
- an international body

and who fulfils one of the following public roles:

- head of state, head of government, minister, deputy or assistant minister
- member of any parliament or other legislative body, including a UK local authority or a council of any level
- member of a supreme court, constitutional court or of other high-level judicial body whose decisions are not generally subject to further appeal
- member of a court of auditors or of the board of a central bank
- ambassador, chargé d'affaires or high ranking officer in the armed forces
- member of the administrative, management or supervisory body of a public enterprise.

PEPs will also include this person's family members and known close associates.

If you believe that you are or maybe a PEP (or that a family member or associate is a PEP), please ensure that you inform us of this on the client declaration form that you will have received.

### Disclosure to the Authorities etc.

We are in certain circumstances obliged under Money Laundering Regulations 2007, Proceeds of Crime Act 2002 to make a report to the National Crime Agency ("NCA") where we are suspicious that any matter or transaction in which we are instructed involved the proceeds of criminal conduct. We may be prohibited by law from informing you or anyone else when such a report has been made, and it is possible that we may not be allowed to proceed with the transaction or matter concerned until NCA gives us permission to do so. We may not be permitted to tell you anything about any of these circumstances should they occur.

We will not accept any liability for any loss caused to you or any other party as a result of our refusal to proceed with a matter or transaction or otherwise complying with our legal obligations.

### Cash Payment

We will not accept payments from you in cash of over £550 for any reason. For the avoidance of doubt the £550 cash limit applies to each matter in which we are acting for you and not just to each transaction relating to that matter.

We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself or for any principal whom you may represent.

We can accept certified photocopies of your proof of identification and proof of address. Please see our Money Laundering Identification Guidance for more information on what we require and the types of certification which are acceptable (this will have been included with your client care letter). If you send the original documents to us we will return these by special delivery and the cost incurred will be charged to you.

In order to comply with court and tribunal rules, all documentation relevant to any issues in litigation, however potentially damaging to your case, has to be preserved and may be required to be made available to the other side. This aspect of proceedings is known as 'disclosure'. Subject to this, we will not reveal confidential information about your case except as provided by these Terms of Business and where, for example, your opponent is ordered to pay your costs, we have to meet obligations to reveal details of the case to them and to the court.

### Protecting Your Funds from Fraud

Where we are to send money to another firm of Solicitors on your behalf, in order to protect your monies we will carry out a Lawyer Checker search at a cost of £10 plus VAT. This sum will be added to your final account.

## Terms and Conditions of Business

### Referrals to Third Parties

If we recommend that you use a particular firm, agency or business, we shall do so in good faith and because we believe it to be in your best interests. We will account to you for any commission that we receive from any particular firm, agency or business that we recommend you use.

If we recommend that you use a particular firm, agency or business, we shall not be liable to you for any advice you may be given by that firm, agency or business.

### Rights of Third Parties

Except as stated otherwise above a person who is not a party to this agreement shall not be entitled to enforce any of its terms.

### Applicable Law, etc.

These terms and our Engagement Letter shall be governed by, and interpreted in accordance with, English Law. Any disputes or claims concerning this agreement and any matters arising from it shall be dealt with only by the courts of England and Wales.

If we or you do not enforce our respective rights under this agreement at any time it will not prevent either us or you from doing so later.

If any provision of this agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement which shall remain in full force and effect.

### Termination

Separately from and in addition to your cancellation rights (if applicable), you may end this agreement (and, therefore, your instructions to us) at any time by writing to us by post, fax or e-mail. However, we may be entitled to keep all of your documents and deeds while there is money owing to us (including fees and expenses which have not yet been billed).

We may end this agreement (and, therefore, cease acting for you) in relation to any matter or all matters of yours but only on reasonable written notice and for good reason. Examples of good reason include where you have not given us sufficient instructions, where you have not provided appropriate evidence of identification, or we reasonably believe that the relationship between you and us has broken down.

If your matter does not conclude, or we are prevented from continuing to act because of our legal obligations or our professional rules, we will charge you for any work we have actually done. Our charges will be based on our hourly rates set out in this Agreement (and where a fixed fee has been agreed, the charges will not exceed that fixed fee).

If we cease acting for you, we shall (where relevant) inform the court or tribunal that we no longer act for you and shall apply to be removed from their records. We may charge you for doing so at our hourly rates applicable at the relevant time.

### Cancellation Rights

If you are an individual consumer (and not a business entity) and if our contract with you is a 'distance contract' or an 'off premises contact' you have the right to cancel this Agreement within 14 days of conclusion of this Agreement (the 'Agreement Date' at the beginning of the Agreement). This right exists in accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Please refer to the 'Cancellation Notice' which was included with your client care letter for more information.

**We will not start work on your file within the next 14 days. If you would like our service to start within the next 14 days, please sign the enclosed Client Declaration, mark the relevant box stating your wishes and return a copy to us.**

Once we have started work on your file within the cancellation period, on your instruction, you will be charged for any work done if you then cancel your instructions. You will have to pay us an amount which is proportionate to the work completed until we receive notice of cancellation from you, in comparison with the full coverage of this Agreement.



## INSTRUCTIONS FOR CANCELLATION

### Right to Cancel

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the date of the conclusion of the contract (the 'Agreement Date' at the beginning of these Terms).

To exercise the right to cancel you must inform us, **Coles Solicitors** at **Century House, Thornfield Business Park, Standard Way, Northallerton DL6 2XQ** or at fax number **03 3000 502 01** or **info@coles-law.co.uk** of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached 'Cancellation Form' but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired

### Effects of Cancellation

If you cancel this contract we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us). We will make the reimbursement without undue delay, and not later than 14 days after the day on which we were informed about your decision to cancel this contract.

We will make the reimbursement to you by personal cheque. In any event, you will not incur any fees as a result of the reimbursement.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation from this contract, in comparison with the full coverage of the contract.