



Terms and Conditions of Business

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Head Office

ALSTERN SOLICITORS
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LONDON
E14 5RE

Alstern Solicitors is the trading name of Alstern Solicitors Ltd. registered with number 14380188 in England and Wales and authorised and regulated by the Solicitors Regulation Authority (no.8002006). Our registered office is 30 Churchill Place, London, E14 5RE

Tel: 0203 923 9188 | Web: www.alsternsolicitors.co.uk



We aim to offer our clients quality legal advice with a personal service at a fair cost. We set out in this statement the basis on which we will provide our professional services.

In these terms and conditions, the expressions "you" and "your" refer to the client of Alstern Solicitors Ltd, and "we", "us" and "our" refer to Alstern Solicitors Ltd.

1. Our Opening Hours

The normal hours of opening at our offices are 9.00 am to 5.00 pm from Monday to Friday. We may be able to arrange appointments outside of these hours, in cases of emergency. We are closed on all public bank holidays and operate reduced hours over the Christmas period.

2. Charges

Our charges are usually based on the time we spend on work undertaken on your behalf. This will include, for example, meetings with you and perhaps others; considering, preparing and working on papers; making and receiving telephone calls; correspondence, and any time spent travelling or appearing before courts or tribunals.

Our charges are normally calculated by reference to an hourly charging rate, and by reference to six-minute units. For example, a telephone call lasting four minutes would be charged as one unit, and an attendance lasting thirty minutes would be charged as five units. The hourly charging rate is reviewed from time to time, and we will notify you in writing of any changes.

In addition to the time spent, we may also take into account other factors in assessing the level of our charges. These may include the complexity of the work, the speed with which action must be taken, the expertise or specialist knowledge which the matter requires and the value of any property involved or which is the subject-matter of a claim. The rates may be higher if, for example, the matter becomes more complex than expected, or if your instructions mean we have to work outside normal office hours. We will always notify you in writing of any increase in the hourly rate charged.

At the beginning of a matter, we will provide you with an estimate of our charges. This estimate is based on the information you have supplied to us. There may be cases where new information comes to light or unforeseen circumstances occur which may add extra costs to the transaction. Should this be the case we will inform you of any changes to the estimate provided.

Generally, we will work on a fixed fee basis which is agreed with you in writing at the outset of a matter. Whether or not a matter proceeds to completion, you will be charged at the fixed fee and expenses incurred, unless otherwise agreed. If we agree to work on a 'no win, no fee' basis and your matter is not successfully completed, you will be charged for expenses incurred on your behalf but will only be charged for our time if the matter could not be completed due to action by you, for example, if you withdraw your instructions or fail to provide essential documents.

Where costs are recoverable (in whole or in part) from someone else (for example, in a contested claim) you still remain primarily responsible for paying of our charges. You will also be responsible for paying the charges and expenses of seeking to recover any costs that the court orders the other party to pay to you.

You authorize us to make payments on your behalf (called "disbursements"), such as court fees, fees for medical reports, search fees, stamp duty, Stamp Duty Land Tax, land registry fees or barrister's fees, and you agree to refund to us any money paid on your behalf, together with VAT if appropriate.

You or we may set a limit on the charges and expenses to be incurred. This means that you agree to pay charges and expenses incurred up to the agreed limit, without us needing to refer to you again. We will inform you as soon as it appears that the limit may be exceeded, and will not exceed the limit without first obtaining your agreement. If you do need us to work within a fixed budget, we will stop when we reach the budget limit and wait for your further instructions. This may mean that the work is unfinished.

If, for any reason, this matter does not proceed to completion then, unless otherwise agreed in writing, you will be responsible for payment of our charges for any work done and/or expenses incurred on your behalf.

3. Payment

It is usual for us to ask for a payment on account of our charges and expenses before we start work on your behalf. We may request further payments on account for charges and expenses to be incurred as the matter progresses. We will account to you for all sums received at the conclusion of your matter, but it is important that you understand that your total charges and expenses may be greater than any advance payments you have made.

Unless otherwise agreed, we may send you interim bills or ask for money on account of our charges. We reserve the right to terminate our retainer (that is to say, to refuse to take any further action on your behalf) if money requested from you has not been paid within 28 days of the due date.

Payment of our charges is due within 7 days of the date of our bill unless agreed and confirmed in writing. Article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009 allows us to charge you interest on unpaid bills. If your bill remains unpaid after 28 days, you agree to pay interest at the rate payable on judgment debts from that date, calculated on a daily basis.

If you have any query about your bill, you should contact the person dealing with your matter immediately.

If we agree to delay sending or seeking payment of a bill and subsequently recover all or part of that bill from another party, we reserve the right to retain any interest paid by that party on the charges included in that bill.

Money received from you or on your behalf (including money that we receive from another party in settlement of any claim or court proceedings) will be applied first towards the settlement of any outstanding charges, and may be held by us as a payment on account for future charges.

4. Limited Companies

When accepting instructions to act on behalf of a limited company, we may require a Director and / or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses as set out earlier.

5. Lien

We are entitled to retain any money, papers or other property belonging to you which properly come into our possession pending payment of our costs, whether or not the property is acquired in connection with the matter for which the costs were incurred. This is known as a "general lien". We are not entitled to sell property held under a lien but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of costs.

6. Other Parties' Charges and Expenses

It is important that you understand that you will be responsible for paying our bills. We have discussed with you whether your charges and expenses might be paid by another person. Even if you are successful, the other party may not be ordered to pay all your charges and expenses or these may not be recovered from them in full. The amount of our costs which you have to pay may be greater than the amount you can recover from another party to the case. If this happens you will have to pay the balance. If the other party is funded by the Legal Aid Agency you may not get back any of your charges and expenses even if you win the case.

You will also be responsible for paying the charges and expenses of seeking to recover any sum that the Court orders the other party to pay.

In some circumstances, the Court may order you to pay the other party's legal charges and expenses; for example, if you lose the case. The money will be payable in addition to our charges and expenses. We have discussed with you our charges and expenses and your liability for other parties' charges and expenses may be covered by insurance and, if not, whether it would be advisable for you to have insurance to meet the other party's charges and expenses.

7. Decline Payments

In circumstances where we pay government fees on your behalf, we cannot be liable for problems arising with your application if a payment is declined due to banking error. If you prefer to pay the disbursement directly to UK authorities, please let us know when you instruct us to act for you.

8. Communications

We have the facility to send and receive communications by e-mail, and in appropriate circumstances we will use this method of communication unless we are instructed by you to the contrary.

If you contact us by e-mail, we will assume that we have your agreement to reply by e-mail, unless you have expressly instructed us otherwise. Please bear in mind that e-mails are not secure, and no agreed service delivery standards apply to internet communications. Just as we cannot control what happens to material sent by conventional mail we cannot control the time it may take for an e-mail to reach a recipient, or the use that a recipient may make of that e-mail.

Although we make reasonable attempts to exclude from our emails and any attachments any virus or any other defect which might affect any computer or IT system, it is your responsibility to put in place measures to protect your computer or IT system against any such virus or defect and we do not accept any liability for any loss arising from conventional mail or e-mail not arriving on time, or not arriving at all, or for any consequences of interception or any loss or damage which may arise from the receipt or use of electronic communications from us.

9. Complaints handling

We are committed to provide high-quality legal advice and client care. If you are unhappy about any aspect of the service you receive from us, or about our charges, please contact our 'Complaints Handling Officer' who is Ms Lani Nguyen, either by telephone on 0203 923 9188, by e-mail to Lani@alsternsolicitors.co.uk, or by post at 30 Churchill Place, London, E14 5RE. We will try to resolve any problem quickly, and we operate an internal complaints-handling system to help us to resolve any problem as soon as possible.

If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman at PO Box 6806 Wolverhampton WV1 9WJ, telephone 0300 555 01777, email enquiries@legalombudsman.org.uk, or visit their website: www.legalombudsman.org.uk to consider the complaint. 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 six years of the act or omission about which you are complaining occurring (or if outside of this period, within three years of when you should reasonably have been aware of it).

Please contact us if you would like to obtain a copy of our complaints handling procedure.

10. Disputes over charges or payments

If you are unhappy about the amount we have charged you, please follow our complaints handling procedure as set out in the paragraph above.

In non-contentious cases, if you are not satisfied with the amount of our charges you should also be aware that:-

Sections 70, 71 and 72 of the Solicitors Act 1974 set out your rights in relation to having the bill assessed by the Court. There are time limits within which you must apply.

We are entitled to charge interest on the outstanding amount of our charges, in accordance with Article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009, and we will do so at the rate payable on judgment debts, from 28 days after delivery of our bill.

In contentious cases, you may be entitled to have the bill assessed by the Court. This is called "detailed assessment". The procedure is set out in sections 70, 71 and 72 of the Solicitors Act 1974. There are time limits during which you must apply.

Where any payment is made by debit or credit card, you agree that any dispute arising out of that transaction will be dealt with solely according to our Complaints Handling procedure (including where necessary by referral to the Legal Ombudsman), to the exclusion of any procedure operated by the debit or credit card provider.

11. Data protection

All of your dealings with us are confidential. We will not disclose details of your dealings with us, or even the fact that you are a client, to any third party without your consent.

We use the information you give to us primarily for the provision of legal services to you and for related purposes including updating and improving client records, analysis to help us manage our practice, statutory returns and legal and regulatory compliance.

Our use of that information is subject to your instructions, the Data Protection Act 2018, The General Data Protection Regulation (GDPR) and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you.

We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information please notify our office in writing.

Please note that telephone communications may be recorded.

12. Financial Services and Insurance Contracts

We are not authorised by the Financial Conduct Authority. If, while we are acting for you, you need advice on investments, we may refer you to someone who is authorised to provide the necessary advice.

However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society.

The scope of our services does not include giving you financial or business advice on the merits of entering into a transaction in investments. No communication either to you, or on your behalf to any other person, during the course of our engagement will be an invitation or inducement to engage in investment activity and nothing we say or write should be considered as such.

13. The Law Society, the Solicitors Regulation Authority, and the Legal Ombudsman

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 Ombudsman is the independent complaints-handling body dealing with lawyers.

14. Money Laundering Policy

We are subject to the Proceeds of Crime Act 2002 and to the Money Laundering Regulations 2007.

We are required to obtain satisfactory evidence of your identity. In the case of a private individual this must comprise the production by you to us of the following original documents:-

- (a) ● a current passport or photo-card driving licence, together with either
- (b) ● a recent electricity/gas/telephone/water bill; or
- a recent Council tax demand for the current year; or
- a recent bank, building society or mortgage statement; or
- a recent HM Revenue tax demand.

If you are not able to come to a meeting here with the above documents, you should please send three original documents, for example, a utility bill and a council tax bill/mortgage or bank statement. However, please note that valuable items such as passports and driving licences if being sent through the post, should be sent by special delivery or some other secure method.

In the case of a corporate client we will carry out a company search the cost of which will be payable by you at the cost to us of obtaining the search. In addition, we are required to obtain the same checks as for a private client in relation to one of the directors or the shareholders who is instructing us or who is active in the management or control of the company.

At the start of any matter we will normally ask you to tell us the source of any funds you will be using. It is simplest for us if the source is an account, in your name, in a UK bank or building society. If the source is an unusual one such as an account in another country or in the name of someone other than yourself please tell us as early as possible including the reason so that this can be appropriately noted.

Our policy is to only accept cash up to £500. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds. Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

However if you would like us to make payments of any surplus amount of money to any third party, please tell us (in writing) as early as possible, including the reason why such a payment is required.

We are also obliged to report information to the authorities (which includes the National Crime Agency (NCA), formally known as SOCA in certain circumstances). In particular if it seems that any assets involved in your matter were derived from a crime we may have to report it. This can include even small amounts of money, and covers all offences, including for example tax evasion and benefit fraud. If we have to make a report we may not be able to tell you that we have done so.

Unless you are an existing client of the firm, we are obliged by the Government to deal with evidence of your identity and address. In order to deal with this aspect we need to see your passport. If you do not hold a passport then we need to see evidence in the form set out in the above list. Under the present procedures laid down, we cannot open a file until we have this evidence. Please either send to us the original document so that we can copy and return to you.

15. Dispute Resolution Protocol

With effect from the 26th of April 1999, and Civil Procedure Rules 1998, redefined the duties that exist between the Court, lawyers, and their clients and all those involved in litigation. If negotiations or other alternative dispute resolution process is fail, with the Court when dealing with litigation has the overriding objective to deal with cases justly. This includes:

- Ensuring that the parties are on equal footing;
- Saving expense;
- Dealing with the case in ways which are proportionate to the:
 - (i) Amount of money involved;
 - (ii) Importance of the case;
 - (iii) Complexity of the issues;
 - (iv) The financial position of each party
- Ensuring cases dealt with expeditiously and fairly;
- Allotting a case to an appropriate share of the courts resources whilst taking into account the need to allot resources to other cases. The emphasis of the rules are to resolve the dispute with the Trial being the last resort. To accomplish this new approach CPR creates duties for both us as your Solicitors and you as our clients. So we can work together in dealing with your cases it is important to know our respective duties have become modified.

We must:

- Work in your best interest to obtain the best result within the duty we owe to the Court and our professional conduct rules
- Give the best advice about the consequences of litigation or any steps in the proceedings
- Give you the best advice about offers of settlement and advise you whether to make such an offer
- Give you the best information we can about the cost of the proceedings and update you periodically
- Advise you of the result of Court hearings as soon as practicable and within seven days of an adverse cost order being made against you
- Provide management details of the timetable laid down by the Court and any directions the Court requires you to comply with and to explain in practical terms how you should react

You must:

- From the beginning making a search for and provide us with all material information and documents or other evidence about the dispute
- Help us to provide information at an early stage to prevent the need to issue proceedings
- Make inquiries within your organisation or ask us to do so, so that the truth and accuracy of your claim can be verified
- Preserved all records of whatever nature relating to any issue in the case
- Provide us as soon as possible with details of what you want to achieve in the case
- Help us to obtain the co-operation and support of others who may have information or documents that are necessary for the case
- Meet the deadlines which are agreed between the parties or ordered by the Court
- Attend with us at Court proceedings or at a mediation session or other form of dispute resolution process if requested
- Let us know your availability when fixing Court hearings and let us know if you or anyone on in your case depends is no longer available
- Pay Court fees or sums ordered to be paid or sums on account of costs or interim bills on time

If the Court is not satisfied that either we all you have complied with the CPR, it has the power to make cost awards against both of us. To avoid this potential risk and to take advantage of the CPR, working together is essential to a successful outcome had to discharge our respective duties to the Court, each other and other parties.

16. Limitation of liability

We have professional indemnity insurance giving cover for claims against the firm. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy, can be inspected at our office or made available on request.

Our maximum aggregate liability to you in this matter will be £3 million including interest and costs unless we expressly agree on a different figure. If you wish to discuss a variation of this limit, please contact the person dealing with your matter. Agreeing a higher limit on our liability may result in us seeking an increase in our charges for handling your matter.

For commercial clients, we will not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profit or opportunity.

For Individual clients, we will not be liable for losses that were not foreseeable to you and us when this contract was formed

- losses that were not foreseeable to you and us when this contract was formed
- losses not caused by any breach on the part of the firm, and
- business losses, including losses sustained by any individual not acting for purposes of their trade, business, craft or profession

We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.

17. Equality and diversity

We are committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. We operate a strict policy relation to discrimination and do not tolerate any such behaviour by any individual (be it employees, third-parties, or clients). Our commitment is to high quality legal work, no matter who our client is.

18. 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 in writing immediately. If we can undertake the research necessary to resolve the issue, we will do so and advise you accordingly. If we cannot, we may be able to identify a source of assistance for you.

19. Termination

You may end your instructions to us in writing at any time, but we may withhold your file, in the event of any outstanding fees or expenses, in accordance with SRA conduct rules and guidance.

We may decide to stop acting for you only with good reason, e.g. if you do not pay our professional fees, you cannot provide us clear instruction or there is a conflict of interest. We must give you reasonable notice that we will stop acting for you. This could result in the firm not completing a transaction or complying with court dates and appearances.

If you or we decide that we should stop acting for you, you will pay any outstanding charges up to that point. These may be arrived at via an express calculation or by agreement with Ms Lani Nguyen.

20. Cancellation

If you enter into an off-premises contract or a distance contract with us, you have the right to cancel your instructions to us within fourteen (14) days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the contract. To exercise the right to cancel, you must inform us at 30 Churchill Place, London, E14 5NR, telephone number 0203 923 9188, and email info@alsternsolicitors.co.uk of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email). You may use the attached model 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 for our fees. We will make reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel the contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; 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 us your cancellation from this contract, in comparison with the full coverage of the contract.

You will not have a cancellation right if you ask us to start work in the cancellation period and we complete your matter. If you instruct us to commence your work within the cancellation period you are acknowledging that you will lose your right to cancel.

21. Safekeeping of deeds, wills and powers of attorney

If you ask us to place deeds, wills, codicils, powers of attorney or other similar documents in our secure storage facility on your behalf, you agree to pay our reasonable charges for doing so. We will charge an accession fee for placing such documents into storage, and a withdrawal fee for withdrawing them from storage. We will waive the accession fee if we have acted for you in the matter which has given rise to your ownership of the documents in question, and we will waive the withdrawal fee if their withdrawal

is required in connection with a matter in which we act on your behalf. The accession fee and the withdrawal fee are both currently £50 and are subject to review from time to time.

Please note that our storage of your deeds, wills, codicils, powers of attorney or any other documents on your behalf does not impose on us any obligation to advise you of changes in the law or taxation which may mean that you should review the terms of such documents. Documents stored on your behalf will not be destroyed without your specific instructions.

22. Storage of other papers and documents

We will store your documents safely, during the whole duration of your retainer. Once your matter has been concluded, we will attempt to ensure that your documentation is retained for as long as possible. However, it will be your responsibility to ensure that all urgent and important documentation is returned to you. Please note that this is subject to our right to exercise a lien over your file for unpaid fees. After a period of 6 years from the end of your matter, we may destroy your file, if no request has been made for its return prior to that date. Please note that we will NOT destroy any documents which you have asked us to retain in safe custody.

If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval.

However we may charge you for:

- time spent producing stored papers that are requested and
- reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers
- providing additional copies of any documents

22. Quality Standards

The firm is working towards the quality standard of the SRA. As a result of this we are subject to periodic checks by outside assessors. This could mean that your file is selected for checking, in which case we would need your consent for inspection to occur. All inspections are, of course, conducted in confidence. If you prefer to withhold consent, work on your file will not be affected in any way. Please contact us if we can explain this further or if you would like us to mark your file as not to be inspected.

23. Copying and certifying of stored documents

If you ask us to make copies of any documents, we are storing for you, and/or if you require such copies to be certified, you agree to pay our reasonable charges, calculated at the charging rates applying when the documents are copied and/or certified, for doing so.