

## ① Sender's address

① Jukka Virtanen  
Korvatie 11A  
00100 Helsinki  
Finland

## ② Date

② 7 March 20—

## ③ Inside address

③ Messrs Turner, Jones, Smith & Co.  
Worcester House  
7 Old Hall Street  
Oxford  
OX1 7PB  
UK

## ④ Attention line

④ For the attention of the Residential Property Department

## ⑤ Salutation

⑤ Dear Sirs

## ⑥ Subject title

⑥ Purchase of The Croft, Whittlington

## ⑦ Body of letter

⑦ Your firm has been recommended to me by one of your long-standing clients, Mr Simon Jones. Briefly, I have agreed to purchase the above property and wish to instruct a competent firm of solicitors to handle the conveyancing. I should be grateful if you would kindly send me a copy of your standard terms and conditions by return of post.

## ⑧ Complimentary close

⑧ I look forward to hearing from you.

Yours faithfully

## ⑨ Signature

⑨ *Jukka Virtanen*  
(Mr) Jukka Virtanen

1 Letterhead

1



7 Old Hall Street  
Oxford  
OX1 7PB  
telephone: +44 (0) 1865 37522  
fax: +44 (0) 1865 37523  
email: info@tjs&co.com

2 References

*Your reference*

2 *Our reference* GL/VIR.1-1

*Date* 12 March 20—

Mr J. Virtanen  
Korvatie 11A  
00100 Helsinki  
Finland

Dear Mr Virtanen

**Purchase of The Croft, Whittlington**

Thank you for your enquiry. I confirm that this firm would be glad to act on your behalf in relation to this transaction. This matter has been passed to me to deal with, as a Senior Assistant Solicitor in this firm's Residential Property department.

I enclose a copy of our standard client care letter in duplicate. This sets out our terms and conditions. Please read these through, and, if they are acceptable to you, kindly sign and return the duplicate copy.

I look forward to hearing from you.

Yours sincerely

*Louise Duncan*

3 Per pro

3 p.p. Geoffrey Lamb  
Senior Assistant Solicitor

4 Enclosure

4 Enc.  
Client care letter



**Client care  
(terms and  
conditions) letter**

This is a fairly comprehensive terms and conditions letter sent by a partner in a medium-sized provincial law firm.



*Gumber & Partners Solicitors*

1 Amberton Road, Leicester LE2 9TV  
Telephone +44 (0) 116 892445, Fax +44 (0) 116 892446  
Email: enq@g&p.co.uk

YOUR REF  
OUR REF JTF/DAN.2-1

3 August 20—

Mrs E. Dancey  
1B The Brambles  
Leicester  
LE1 8RC

Dear Mrs Dancey

Thank you for instructing Gumber & Partners to act on your behalf. I set out below the terms and conditions on which your case will be conducted.

**Management of matter**

I am a partner in this firm and will have overall responsibility for your case. Work will be delegated to other staff as and when appropriate.

If you have any queries at any stage, they should be raised initially with me. If I am unable to resolve the matter to your satisfaction, please contact our client care partner, Ms Felicity Matterson. The matter will then be investigated under our client complaints handling procedure with a view to resolving any differences. The result of any investigation will be notified to you as soon as possible. If we cannot resolve the matter to your satisfaction, the Law Society provides a complaints and redress system.

**Terms of business**

*Basis of charging*

This firm's general practice is to charge on a time basis.

My charging rate is £195 per hour.

Other applicable current hourly rates are:

- Partners / associates: £155–£195
- Solicitors / consultants: £125–£165
- Legal executives: £110–£140
- Administrators / case workers: £75–£140
- Trainee solicitors: £90
- Secretaries: £50

1 Under what circumstances can the firm bill at a higher rate than their usual charging rates?	2 When can payments on account be requested?	3 Can the firm cease to act for a client if bills remain unpaid after 30 days?	4 Can the firm provide financial services to clients?	5 How long after the matter is completed will Gumber & Partners keep the client's documents and files?
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- All routine letters and telephone calls are deemed to be six-minute time units for the purposes of charging.

Our charges are reviewed annually and we will advise you of any increase or variation made. We are obliged to add to our charges VAT, currently at the rate of 17.5%.

It may be necessary from time to time to pay other expenses. These may include court and search fees, payments to counsel, valuations, travel expenses, and bank transfer fees. Some, but not all, of these costs attract VAT.

In the event that we are obliged to carry out urgent or particularly complex work on your behalf, or if we are required to carry out work after 8 p.m. or overnight or at weekends, a mark-up of 50% will be added to our charges.

#### *Payments on account*

This firm reserves the right to request payment on account where a matter is long-running or where significant costs will be incurred. All payments made on account will be placed in a client account in your name. Further payments may be requested as the matter progresses.

#### *Billing periods*

We send out bills at six-monthly intervals or when unbilled fees, disbursements, and expenses excluding VAT exceed £2,500, whichever is the sooner. However, we reserve the right to bill at two-monthly intervals if costs rise very quickly.

#### *Terms of settlement*

All our bills must be settled within 30 days, unless agreed otherwise.

We add interest to unpaid bills at the rate of 8% per annum, commencing from the expiration of the 30-day payment period.

The firm reserves the right to cease to act, and, where appropriate, to withdraw from the court record if:

- 1 invoices are not settled within 30 days and the firm believes that the level of invoices delivered and unpaid is unacceptable, or
- 2 payment on account has been requested and you do not within 14 days send the funds requested.



## **Regulatory matters**

### *Money laundering*

The firm is obliged to obtain satisfactory evidence of the identity of its clients. If we are not familiar with you, we may ask you to produce evidence of your identity (e.g. passport or driving licence). We must cease to act where such evidence has been requested and is not produced within 14 days.

### *Data protection*

The Data Controller for the purposes of the Data Protection Act 1998 is David Berkeley and any information provided by you to us will be used solely for the purposes of carrying out instructions received from you.

However, from time to time it may be necessary to release information on a strictly confidential basis to other advisers, for example, counsel or accountants.

### *Financial services*

We are not authorized to provide financial services under the Financial Services and Markets Act 2000 but are able in certain circumstances to offer to clients a limited range of investment services by virtue of our membership of the Law Society. We are able to provide these services where they form an incidental part of professional services we have been engaged to provide.

### *Standard of work*

We shall provide a friendly and efficient service. We are audited by external auditors from time to time, including the Legal Services Commission and the International Organization for Standardization. During the course of audits, your files may be checked but the information in them will remain confidential.

### *Emails*

If you contact us by email or print an email address on any letters we receive from you, we shall assume that you have no objection to its use. We assume that we have the right to communicate in the course of business using un-encrypted email.

We cannot accept responsibility for intercepted emails or viruses.

We will assume safe arrival of emails 24 hours after they are sent.

### *Storage of papers*

Unless we receive written instructions to the contrary, we shall keep your papers for at least seven years, after which they will be destroyed.

Any deeds, documents, or wills deposited in safe custody will not be destroyed.

No charge will be made for retrieval of files, although we may charge for producing particular documents to you.

On conclusion of a matter, we reserve the right to publicize the fact that we have acted for you.

### **Other matters**

For insurance and safety reasons, we will only accept cash payments below the sum of £250. We reserve the absolute right to refuse to issue cheques or other forms of payment to third parties.

If the need arises for us to refer matters pursuant to the Proceeds of Crime Act 2002, you will by agreeing to these terms waive your right to legal professional privilege.

### *Governing law*

The terms of this letter are governed by the laws of England and you irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this letter.

### *Agreement*

If you agree with the terms set out above, please sign and return one copy of this letter.

If you continue to instruct me before signing this letter, I shall deem you to have agreed the terms and conditions set out in this letter.

Yours sincerely

*Jane Fletcher*

**Jane Fletcher (Mrs)  
Partner**

### **Your signature**

I confirm my agreement to the terms of business set out in this letter.

Authorized signatory \_\_\_\_\_

Date \_\_\_\_\_