

# Relationship Statement

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08 September 2021

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# Our relationship with you

We value our relationship with you and endeavour to provide the very best service and advice whilst adhering to the highest professional standards. It is important that as part of our relationship everyone understands what we have agreed to do for you and how we shall deliver our services to you.

This document, in conjunction with the engagement letter that we have sent to you, sets out the contract that we are entering into, so please read it carefully so that you fully understand our relationship and if you have any queries or concerns about it please ask your relationship partner and he or she will be pleased to help.



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## 1 Introduction

- 1.1 This document outlines our terms of business and should be read in conjunction with our engagement letter.
- 1.2 If you have asked us to start work already this document will apply to those instructions. In all cases your continuing instructions will amount to acceptance of these terms. This document applies to all work carried out by Boyes Turner LLP for you as our client.
- 1.3 All work will be undertaken and services provided for you by Boyes Turner LLP unless we expressly agree otherwise.
- 1.4 We have found that providing our clients with an understanding of our systems and procedures and in particular how we plan, allocate and review work considerably improves our working relationship.
- 1.5 We regard this as an essential part of providing an efficient and cost effective service.
- 1.6 Variations to this relationship statement and any engagement letter that we send to you can only be made in writing unless we specifically agree otherwise.
- 1.7 Only clients(s) who have instructed us and agreed to these terms may benefit from our advice and services and solely for the purpose for which we were instructed. No other person will have any rights under our agreement nor is it enforceable by any other person or organisation. Unless specifically stated below, the Contracts (Rights of Third Parties) Act 1999 does not apply to our agreement to provide legal and other services.
- 1.8 Where we act for joint clients then the rights and obligations of each client will be several except the obligation for payment of our fees which will be joint and several.

### 1.9 Definitions

In this document we use some words or expressions which have technical meanings:

"CFA" means a conditional fee agreement;  
"Client Account" is either (a) our general client account which is a separate bank account into which we pay all monies we receive from clients or third parties on their behalf, other than for the payment of

invoices for our charges that have been submitted, or (b) a SDCA;

"Contentious Situation/Case/Claim" means where there is a dispute that is or is likely to become the subject of court-based litigation in the High Court, County Court, Magistrates Court, Employment or other Tribunal; "disbursements/expenses" means payments we make on your behalf to others such as but not exclusively court fees; search fees; Land Registry fees; Stamp Duty; Land Tax; travel expenses; barristers' fees; experts' fees; surveyors and estate agents' fees;

"Insurance Mediation Activity" means certain activities carried on in relation to a contract of insurance or rights to our interests in a life policy including advising on selling and administration;

"Lawyer" means a solicitor, legal executive, trainee solicitor/legal executive or paralegal;

"Legal Costs/Costs" means our charges and all expenses we incur on your behalf or which you have incurred in the conduct of your case;

"Our Charges" means what we charge you for the work we do in our engagement letter. These are exclusive of VAT and disbursements;

"Our Firm/Us/We" means Boyes Turner LLP;

"Privacy Notice" is the privacy notice attached to this document and described at 17.1;

"Retainer Arrangement" means where we have agreed with you that we will conduct certain types of work for you on a standard basis without the need for individual letters of engagement on each occasion you instruct us;

"SDCA" means a separately designated client account which is particularly defined in clause 14.3.

# About Us

## 2 Who we are

- 2.1 Boyes Turner LLP is a limited liability partnership, registered under the Limited Liability Partnership Act 2000, with registered number OC360595 and having its registered office at Abbots House, Abbey Street, Reading RG13BD. The firm trades under the name 'Boyes Turner'.
- 2.2 References in the course of your dealings with us to an individual being a 'partner' means to a member of Boyes Turner LLP and should not be construed as indicating that any relationship of partnership (within the meaning of the Partnership Act 1890) exists between all or any of the individuals so designated or between any individual and Boyes Turner LLP.
- 2.3 If at any time the whole or any part of Boyes Turner LLP is transferred to a successor firm (including a company or another limited liability partnership) all work on which we have been instructed by you may be carried out by the successor firm and reference to "we" and "us" in this Relationship Statement and any engagement letter that we may send you will from the date of transfer be interpreted as reference to the successor firm.

## 3 Who regulates us?

- 3.1 Boyes Turner LLP is regulated by the Solicitors Regulation Authority (registration number 555453) and is required to comply with the Solicitors Code of Conduct 2011 which can be obtained in English at [www.sra.org.uk](http://www.sra.org.uk). The firm is not authorised by the Financial Conduct Authority (FCA). However, we are included on the financial services 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.
- 3.2 The financial services register can be accessed via the FCA's website at [www.fca.org.uk](http://www.fca.org.uk).
- 3.3 We are able to provide a limited range of investment related services, so far as they

are closely linked with the legal services which we provide. If you require other advice on investments we may refer you to an appropriately authorised organisation.

## 4 Our advice

- 4.1 We can only advise on the application of the laws of England and Wales and applicable E.U. law. We are happy to recommend and work closely with lawyers from other jurisdictions should the need arise.
- 4.2 Our advice relates specifically to each individual matter that we are instructed on and should not be used for any other purpose. You may not disclose our advice to any person (other than your own professional advisors) without our written consent. The advice that we provide is based solely on the information that you supply to us and upon current law at the time you instruct us. It is your responsibility to inform us of any changes in the relevant circumstances upon which we may have advised you. We do not accept responsibility for notifying you of any changes in the law or legal decisions which affect the advice given to you, unless we have expressly agreed to do so as part of an ongoing relationship.
- 4.3 All services we provide are governed strictly by English law only and any disputes relating to our services are subject to the exclusive jurisdiction of the English courts.

## 5 International legal support

- 5.1 We support our clients activities in jurisdictions outside England & Wales. To enable us to do so we are members of a non-exclusive international Network of like-minded law firms called LAWROPE, which has member firms in Europe, USA, South America and in the Middle East. In addition we have extensive relationships with many other firms across the world. This network enables us to provide a best fit solution to clients. We will tailor our international solution to your particular requirements. Our clients frequently use our single point of contact service to manage their international legal requirements outside England and Wales.

# Our Relationship

## 6 Managing our relationship

- 6.1 We are committed to investing a considerable amount of time, effort and resources in developing effective working relationships with you. As part of our commitment to providing the best service possible, you are assigned a dedicated Client Relationship Partner. It is their role to foster a close working relationship with you. This ensures that service delivery is tailored to meet your expectations and that we provide a seamless service across the firm.
- 6.2 As soon as you identify a potential issue that may require legal advice you should contact your Client Relationship Partner. They will discuss the situation and its circumstances fully with you to ensure a detailed understanding. Where legal advice is required the Client Relationship Partner will in turn discuss the matter with the lead Partner in the most appropriate practice group and identify the most suitable lawyer(s) to work on the matter.
- 6.3 Unless we have agreed a retainer arrangement with you as soon as each piece of work is allocated the Client Relationship Partner will inform you of the name of the lawyer who will work on the matter.
- 6.4 The lawyer responsible for the matter will confirm your instructions, clarify the issues raised by the matter, and as appropriate give our preliminary advice, agree timescales in writing and the timings for regular progress reviews. Where appropriate they will provide an initial estimate of our charges. In contentious situations they will perform a risk assessment and give a view on the commerciality of progressing the matter.
- 6.5 As a matter progresses we will keep you informed of progress through regular reviews. We will also make you aware of any issues that have arisen or are likely to arise.

## 7 Communication by email

- 7.1 We will communicate by e-mail but will not do so where you inform us (in writing) that this is your wish. You should be aware that the internet is not secure and that confidential or sensitive communications

sent via the internet may be intercepted. You should also be aware that that we will not accept a claim against us for any loss suffered through the interception and or loss of confidentiality of the contents or the non or late receipt of any internet based communication.

- 7.2 We may decide not to use e-mail if we consider another form of communication more appropriate. Where response time is critical, courier may be an effective alternative.
- 7.3 Where you have provided us with details of your email address we shall assume that you are happy to communicate by email unless you specifically advise us in writing to the contrary.

# Costs and fees

## 8 Our charges

8.1 Each engagement letter sets out the charging structure that will apply to an individual or series of matters or basis of charging in a Retainer Arrangement. Where relevant it will include details of any payments that will be made to third parties on your behalf (disbursements), such as barristers' fees, court charges and search costs.

8.2 We recognise the need to provide value for money and to have charging arrangements that are transparent. We believe in providing you with budgetary certainty wherever possible. We will, where possible, provide an estimate of our charges and/or agree fixed charges.

8.3 However, there are circumstances where we will be unable to predict with any certainty which of a number of potential courses a matter will take. In these cases it will not be possible to fix a price.

8.4 Nevertheless, at the outset we will discuss the basis of charging and agree a budget. This will include a set of clear parameters governing cost and performance which will enable accurate budgeting and effective monitoring of performance. Where our charges are based on an hourly rate they will include all time spent on:

- Client meetings and meetings with others.
- Travelling time.
- Considering, preparing and working on papers.
- Correspondence.
- Making and receiving telephone calls.

8.5 We record our time in units of six minutes each (i.e. ten units per hour). A unit is the minimum amount of time used for charging purposes. Routine letters and telephone calls that we make and receive will be recorded as one unit unless the actual time taken to deal with them is longer in which case the appropriate number of units will be recorded.

8.6 If we identify that the urgency, complexity, value of subject matter (including property) or the degree of expertise merits a higher rate than would normally be appropriate we will talk to you and agree terms.

8.7 In exceptional circumstances it may be necessary to implement a premium rate during a matter and we reserve the right to increase our hourly rate appropriately.

8.8 If you withdraw your instructions or a matter fails to proceed, we will charge areas on an amount for the work done together with any disbursements that have been incurred unless our engagement letter states otherwise.

8.9 If we have already started work for you at your request in advance of you receiving our engagement letter your continuing to instruct us confirms your agreement that such work has been undertaken under the terms of the engagement letter which will therefore have retrospective effect.

8.10 Our charging rates are revised annually in April unless a different review date has been agreed in writing. Where applicable, VAT will be added to our charges and to the disbursements that we incur on your behalf. If we are satisfied that our services are outside the scope of UK VAT, then we will not charge VAT. If you are a European business client outside the UK, we will not charge VAT provided we receive such evidence as we may reasonably require that you are operating in a business capacity.

## 9 Billing and payment arrangements

9.1 We will invoice you regularly unless otherwise agreed. Invoices are payable on receipt. If you have a query or a question about a particular invoice you should raise it at the earliest opportunity. Delay in providing us with payment may affect our ability to take essential action on your behalf and we will not be liable for penalties or other loss caused.

9.2 We reserve the right to suspend further work on your behalf if payment is not made when due and to terminate our engagement with you if you fail to make payment within a reasonable period (see clause 22.2 – Terminating our engagement).

9.3 We reserve the right to require payment on account of our charges and disbursements and (pursuant to article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009) to charge



interest on all overdue sums. This will be at the rate of 4% per annum above HSBC plc base rate from time to time or 8% per annum, whichever is the higher.

- 9.4 We reserve the right to retain any papers or documents, whether they relate to the matter for which payment is overdue or any other papers or documents that we hold on your behalf, until all our invoices have been paid.
- 9.5 Where we hold monies on your behalf you may agree that we use it; (a) to pay any outstanding charges or any disbursements incurred or to be paid on your behalf, and/or (b) to pay for work which we have carried out but which has not yet been invoiced.
- 9.6 In certain circumstances where we are providing services to a company/LLP/association we may require personal guarantees for payment of our fees and disbursements from the individual(s) involved.
- 9.7 Should we require a guarantee we will provide a form of guarantee to be used and the individual(s) concerned should take independent legal advice on the obligations the guarantee contains.

## 10 Funding options and legal expenses insurance

- 10.1 There may be a number of alternative options available to you for funding liability to pay our charges and disbursements.
- 10.2 You may have legal expenses cover under a specific or general insurance policy (including household, motor and credit card insurance). You should check whether this is the case and inform us at the outset. As an alternative to insurance, you may obtain assistance with our charges from a third party such as a professional association or trade body. If this is the case, you should inform us of this when you engage us.
- 10.3 It is possible in some cases involving disputes to obtain after-the-event insurance which can cover either your own legal costs and or disbursements or any liability you may have to pay the other party's costs, or both. In many cases the premiums are quite high and may not be recovered as part of the costs of the

litigation. We would be happy to discuss whether this is appropriate in your case.

- 10.4 For some disputes we may be prepared to undertake work on a conditional fee basis under the terms of a CFA, particularly where you have a strong case and the other party is insured against the liability for this type of claim. Please discuss this option with us if you feel it is appropriate.
- 10.5 We would also be happy to discuss with you whether your case could be funded through a Damages-Based Agreement with us. The main features of these types of agreement are:
  - 10.5.1 You do not pay any charges to us if you lose your case;
  - 10.5.2 You still need to fund the payment of disbursements/expenses;
  - 10.5.3 Our charges are calculated by reference to a proportion of any settlement/judgment award in the event of success and may be up to 50% of settlement/judgment award;
  - 10.5.4 You may be liable to pay your opponent's costs if you lose.

- 10.6 In a very limited range of cases we may be prepared to seek funding for the case through Legal Aid. This is a state funded payment of legal costs available for some, but not all, types of legal disputes. Financial thresholds apply in most cases and you will normally have to repay any costs funded by way of Legal Aid from any settlement/judgment award. You may also be liable to pay your opponent's costs if you lose.
- 10.7 Please note that whether or not you have legal expenses cover, or third party assistance you will remain personally liable for our charges and expenses.

## 11 Transferability of charges

- 11.1 You are responsible for paying our charges as well as the disbursements that we incur on your behalf. However, in certain circumstances you may agree with a third party for them to pay on your behalf. It may be possible in this situation for us to

seek from the third party, or their legal representatives, some form of security for payment on your behalf. However, these arrangements will be governed by a separate agreement between you and the third party. They do not affect your ultimate responsibility to pay us (in accordance with these terms of business) should payment from the third party on your behalf not be made.

## 12 Court costs

- 12.1 Unless we are acting for you on a CFA, you are responsible for payment of our charges regardless of whether or not you are successful in the case.
- 12.2 Where a matter goes to court there is no guarantee that even if you are successful you will recover all or any part of your costs from the opposing party. There are complex rules setting out the basis on which courts award costs, which when applied may result in a party paying either all or a percentage of their own costs and in some circumstances either a percentage or all of their opponent's costs.
- 12.3 The court can in its discretion reduce the hourly rates applied to lawyers' work it requires your opponent to pay or order that they pay a percentage of the costs you are seeking to claim. You should anticipate that even if you are wholly successful the court will only order your opponent to pay about 60-70% of your costs (excluding VAT). If your opponent is legally aided it is unlikely that the court will make an order for costs against them.
- 12.4 If you are successful and obtain an order for your opponent to pay some or all of your costs the opponent may not be in a financial position to do so. In this situation you remain fully liable to pay our charges.
- 12.5 If you are successful in obtaining an order for payment against your opponent you may incur additional charges if you instruct us to take appropriate action to collect the sums due from your opponent. It may also be possible to claim interest on the amount due until these sums are paid.

## 13 Commissions

- 13.1 In situations where we receive a percentage of the gross initial fees and or brokerage fees in the form of a commission we will account to you for it. Where appropriate we may agree to offset this commission against all or part of our charges and other expenses that we incur on your behalf.

## 14 Payment of interest on balances we hold for you

- 14.1 We will:
- Pay interest when it is fair and reasonable to do so in all the circumstances.
  - Pay a fair and reasonable sum calculated over the whole period for which any money is held.
- 14.2 We will not pay interest:
- On money we hold to pay a disbursement, if the intended recipient has requested that we delay in paying them.
  - On money held for the Legal Aid Agency.
  - On money that we have paid into client account as an advance from the firm to fund a payment on behalf of a client or trust in excess of funds held for that client or trust.
  - If we have agreed with you in writing to contract out of our obligation to pay interest.
    - On money that you instruct us to hold outside a client account in a manner that does not attract interest, e.g. cash held in our safe.
  - Where the amount of interest, calculated in accordance with this policy, is less than £20.
- 14.3 We will pay interest on all other monies we hold on your behalf in our client account. The amount of interest paid to you will take into account various factors. There are two types of Client Account, our general Client Account (see clause 14.4 below) and a SDCA (see clause 14.5 below).
- 14.4 Any money not held in a SDCA will be held in our general client account. The interest rate will be the HSBC plc bank rate of interest available on an instant access savings account for the average balance

that was held for you. The interest rate is likely to change from time to time.

- 14.5 As a general rule, where we reasonably expect to hold monies on your behalf for at least the period stated below, we will pay it into a SDCA.

Amount of money held for client/third party	Period money expected to be held
£50,000	16 weeks
£100,000	8weeks
£300,000	4weeks
£600,000	2weeks
£1,000,000	1 week

This is not a rigid rule and you should contact us if you would prefer us to take a different approach.

- 14.6 We will also use a SDCA:
- For money that we hold as or on behalf of trustees under a trust.
  - Where there is an obligation to hold money jointly with another party on your behalf.
- 14.7 Unless we are instructed to the contrary, we will pay 100% of the interest received on monies deposited in a SDCA to the recipient to whom we ultimately pay the monies on deposit. Where the monies on deposit are divided between more than one recipient we will divide the interest in the same proportions.
- 14.8 Interest will be paid net of tax unless the recipient has signed a declaration that they are entitled to receive gross interest.
- 14.9 Interest will be paid before deduction of tax. It will be the recipient's responsibility to declare interest received to HMRC.
- 14.10 The following applies to interest on monies held in either a general Client Account or a SDCA:

- 14.10.1 **Interest on more than one matter**  
 We are we hold monies on more than one matter for a recipient, interest will be calculated separately for each individual instruction– unless it is fair and reasonable to aggregate the interest.

14.10.2 **Best available interest rate**

We are required by the Solicitors Regulation Authority (SRA) to deposit monies in instant access accounts only. This means that the interest paid on monies in a SDCA or in our general client account may not be as high as the recipient can achieve by placing the money on deposit themselves. Please contact us if you wish to discuss making alternative arrangements.

14.10.3 **Interest payment dates**

Interest will be paid at the conclusion of the matter. Interest will be calculated on balances that we hold on the following basis:

Level of balance	Period after which interest will accrue
> £20,000	After 7 days
> £10,000 - £20,000	After 14 days
> £2,000 - £10,000	After 28 days
> £1,000 - £2,000	After 56 days
Up to £1,000	After 90 days

14.10.4 **Special cases**

If we hold the money jointly with a client, the interest earned will belong to the client, unless we agree otherwise.

If we hold the money jointly with another firm, we will agree with the other firm how interest will be allocated.

14.10.5 **Unpresented cheques**

Where we pay money by cheque to a recipient who delays in paying the cheque into their bank, we will pay additional interest only where it is reasonable in all the circumstances to do so. We reserve the right to charge for the additional work involved.

# Other contractual provisions

## 15 Liability of Boyes Turner LLP

- 15.1 The instructions you give us create a contract between you and Boyes Turner LLP for the provision of services to you. We will carry out the work we do for you using reasonable skill and care.
- 15.2 There is no contract between you and any of our individual members, officers, employees, consultants or other agents of Boyes Turner LLP or Boyes Turner Services Limited (collectively referred to as 'our staff'). Boyes Turner Services Limited is a service company wholly owned by Boyes Turner LLP.
- 15.3 All advice given to you, or all work done for you by any individual person on our staff is given or done on behalf of Boyes Turner LLP and not in his or her individual capacity. None of our staff assumes any responsibility to you for the advice or work.
- 15.4 Accordingly you agree that if, as a matter of law, that person would otherwise owe you a duty of care, that duty is excluded from our contract with you.
- 15.5 You agree not to make any claim or take any action personally against any of our staff arising out of them and us providing services to you. This does not alter or reduce any liability that Boyes Turner LLP may have to you but any claim you wish to make may be made only against Boyes Turner LLP. It is agreed that any of our staff will have the right to enforce this paragraph pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 15.6 We shall not be liable for any consequential or indirect losses which arise out of the work we do for you such as (among other things) loss of anticipated revenues; loss of profits; loss of business opportunities; loss of goodwill; or damage to reputation (whether or not it might have been foreseeable at the commencement of the matter).
- 15.7 Our liability for any loss or damage you suffer as a result of a breach by us of our terms of engagement or of our negligence in the course of providing our services shall be limited to a just and equitable proportion of the total loss or damage having regard to the extent of your responsibility and that of others known to

you who may also be liable in respect of it (regardless of the ability of such person to make payments).

- 15.8 Where the provision of our services involves working with others, including other professional firms, who limit their liability in any way, our own liability shall be limited to an amount which would have applied had the other not so limited its liability.
- 15.9 Unless otherwise agreed in writing in relation to any particular matter, the total liability of Boyes Turner LLP and our staff to you arising out of or in connection with any one claim shall be limited to the amount stated in our engagement letter, or, if no amount is stated, to £5 million sterling, whether such claim is made by you or any third party and inclusive of interest, legal and other costs.
- 15.10 These limitations will apply to any loss, however caused, including financial or economic loss, but will not apply to exclude loss for death or bodily injury caused by our negligence. You agree that the figure of £5 million, or that stated in our engagement letter, has been selected after balancing the risks arising from the work we expect to undertake for you and the charges that you will pay and is therefore reasonable in all the circumstances.
- 15.11 Subject to the provisions set out above Boyes Turner LLP will not be liable for any losses that you may sustain by reason of a failure of a bank or other financial institution.

## 16 Storage and retrieval of files and documents

- 16.1 We retain your files and related documents for the period required by Solicitors Regulatory Authority's professional conduct rules. In most cases this will be a minimum of six years but we will tell you if it is different. We may charge for retrieving stored papers or deeds and for time spent reading files and documents, writing letters and other work which we are asked to do in relation to them.

## 17 Data protection

- 17.1 The attached Privacy Notice explains how and why we collect, store, use and share your personal data. It also explains your rights in relation to your personal data and how to contact us or supervisory authorities in the event you have a complaint. Please read it carefully.
- 17.2 Our use of your personal data is subject to your instructions, the EU General Data Protection Regulation (GDPR), other relevant UK and EU legislation and our professional duty of confidentiality.
- 17.3 Under data protection law, we can only use your personal data if we have a proper reason for doing so. Generally, we process your personal data:
- to comply with our legal and regulatory obligations
  - for the performance of our contract with you or to take steps at your request before entering into a contract, or
  - for our legitimate interests or those of a third party.

## 18 Client identification, money laundering and the proceeds of crime

- 18.1 Notwithstanding our duty of confidentiality to you, all members of the legal profession are required by law to report to the authorities any suspicions they may have concerning activities that may involve the proceeds of crime or which could amount to money laundering. This includes clients who may have derived money or other property from criminal activity including tax and benefit fraud.
- 18.2 Firstly, we are obliged to verify the identity of our clients. Secondly, we must approve in advance the source of any funds we are to receive. We reserve the right to stop acting for you if you fail to provide us with the necessary evidence required to verify your identity or the source of funds you are intending to use.
- 18.3 Where we are to receive funds on your behalf other than from your UK bank account, or the UK bank account of either another firm of solicitors or a financial institution which has arranged to provide a loan facility to you of whom we have prior knowledge, payment from such source can

only be made to us if we have approved the source in advance. You should inform us as early as possible and at least ten working days before the funds are to be transferred to us where they will be coming from.

- 18.4 It is vitally important that you answer any questions that we may raise about the source of funds promptly as well as with the fullest and most accurate information possible. Particularly we will need to know if the funds are to come from third party accounts or from overseas.
- 18.5 We will confirm in writing if we are happy to receive the funds from the proposed source. Where funds are provided from a source that we have not approved we may not be able to use them. This may result in you breaching obligations to other parties involved in the case or transaction and might result in you incurring other penalties. In addition, there could be considerable delay in returning the funds.
- 18.6 We will not be responsible for any consequences that you may suffer as a result of sending funds to us from a source other than a source that we have approved in writing.

## 19 Media enquiries, PR and use of client name

- 19.1 Any media enquiries relating to you will be passed to your relationship partner or in their absence to **Natalia Ruiz-Moreno, our Head of Marketing & Business Development**. No substantive comment will be made without prior agreement with an appropriate person within your organisation.
- 19.2 You consent that we may disclose that you are a client of Boyes Turner and where appropriate refer to your organisation or use your trademark to identify you in our marketing materials and in communications with clients, potential clients and intermediaries.
- 19.3 Any disclosure of our acting for you will be done in a manner that ensures that we protect the confidentiality of any work that we undertake on your behalf. In the event that we may wish to use you as a reference and disclose an item of work

that we have undertaken will always be subject to your express consent.

## **20 Copyright and intellectual property**

You are free to use and copy all documentation created by us for you as part of the service we provide but we retain all copyright and other intellectual property rights in all material developed, designed and created by us as part of such services and they will remain our property. We may use all such documents created by us for legal training, forms and research purposes, without attribution to you.

# Complaints

## 21 How we deal with queries, concerns and complaints

- 21.1 We are confident in our ability to provide a high quality service. All of the firm's lawyers are obliged to attempt to resolve any problems that you may raise about the service that we provide and therefore initially you should explain any concerns that you have to the lawyer advising you immediately.
- 21.2 If the problem cannot be resolved in this way or if you prefer to discuss the problem with someone else, you should contact our **Head of Risk and Compliance, Nicola Patten**, who will agree with you the best means to resolve the problem. This includes any issues or concerns that you may have in respect of our fees and other charges. Her email address is [npatten@boyesturner.com](mailto:npatten@boyesturner.com). We will try to resolve the problem as quickly as possible and usually within 28 days.
- 21.3 If you are not happy with the outcome, you may refer the problem to the Legal Ombudsman whose address is PO Box 6806, Wolverhampton WV1 9WJ or he can be contacted by telephone on 0300 555 0333 or by email at: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

Information about the Legal Ombudsman can be found at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk).

The legal Ombudsman deals with complaints about the work we undertake and the service we provide for you and our charges. If you have a complaint about our behaviour or compliance with The Solicitors Regulation Authority rules you can raise that with the Solicitors Regulation Authority. Details of the rules and their contact information is on their website at [sra.org.uk](http://sra.org.uk)

- 21.4 In addition you may also have the right to object to our charges by applying for an assessment of them in court or tribunal cases. The procedure is set out in sections 70, 71 and 72 of the Solicitors Act 1974.

The usual time limit for making such an application is one month from the date the bill was delivered to you. If the application is made after one month but before 12 months

from delivery of the bill, the court's permission is required for the bill to be assessed.

Unless there are special circumstances, the court will not usually order a bill to be assessed after:

- 12 months from delivery of the bill
- a judgment has been obtained for the recovery of the costs covered by the bill
- the bill has been paid, even if this is within 12 months

in court or tribunal cases.

- 21.5 If for any reason we are unable to resolve the problem between us, further complaints and redress mechanisms are provided through the SRA and the Legal Ombudsman as stated above. Alternatively you may access the Online Dispute Resolution Platform ("ODR Platform"), being an alternative dispute resolution forum operating entirely online. The ODR Platform may be accessed through this link: <http://ec.europa.eu/consumers/odr/>.

# Ending agreement

## 22 Terminating our engagement

- 22.1 Subject to settling all of our outstanding charges and disbursements that we have incurred on your behalf, you have the right to terminate your engagement with us at any time, by writing to us or sending an email to the lawyer dealing with your work. We will be entitled to keep all of your papers and documents while there is money owing to us for our charges (whether or not invoiced at the time notice of termination is given) and disbursements.
- 22.2 We reserve the right to terminate our engagement with you if we have what we believe is good reason to do so. This includes:
- Your failure to pay our charges in a timely manner.
  - Your failure to give us full and proper instructions in a timely manner.
  - If we feel there is a conflict of interest or risk of a conflict of interest arising.
  - Where the solicitor/client relationship has either broken down or is likely to break down.
- 22.3 In all cases where we decide to terminate our engagement we shall provide you with reasonable notice.
- 22.4 If you, or we, decide that we will no longer act for you, we will charge you for the work we have done and, where appropriate, will charge for any work we do and disbursements we incur in transferring the matter to another adviser if you so request.
- 22.5 If at any time we have to either suspend working for you or have to terminate our retainer with you, you agree that we may inform third parties of the position.

## 23 Notice of the right to cancel (consumer distance or off premises contracts)

- 23.1 Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 if you are a Consumer (instructing us as an individual for purposes which are wholly or mainly outside of your trade, business, craft or profession) and have entered into a distance or off-premises contract with us

(for example if you have not attended our offices in person, or were visited by one of our staff at your home or place of work or have instructed us over the telephone, by email or post) the following provisions will apply to our engagement:

- 23.1.1 You have the right to cancel your engagement with us without reason or incurring any liability within 14 days after the day on which the engagement commenced, which will be the date on which we receive the engagement letter signed by you.
- 23.1.2 If you wish to terminate your engagement with us you should do so by sending us a clear statement of your decision, in writing or by email.
- 23.1.3 If you require us to undertake work urgently within the cancellation period then you can ask us to commence work in writing or by email and if you do so you will be responsible for paying for the services provided even if you later decide to cancel the engagement before the cancellation period has expired. If we commence the work within the cancellation period, you will lose your right to cancel your engagement in relation to that work, and by instructing us to undertake the work urgently, you acknowledge the waiver of this right.
- 23.1.4 You acknowledge that you will lose the right to cancel entirely if you request us to commence providing our services to you within the cancellation period and we complete the services required within that period.



Please contact us for  
further information.

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