



## AMB Law Fee Structure

AMB Law is not required to publish its fee structure because we do not undertake the types of work to which the SRA Transparency Rules apply.

We are nonetheless happy to publish our fee structure as follows. Ordinarily, our fees are calculated on a time cost basis using the following hourly charge out rates which will be applicable from **1<sup>st</sup> January 2019**. We operate different rates for matters run from our Ipswich Office and matters run from our City Office.

	City	Ipswich
<b>Partners</b>	£435	£295
<b>Consultants/Associates</b>	£365	£285
<b>Paralegals</b>	£190	£150

Time is recorded in 6 minute units with the minimum for each activity being one unit or the time actually spent if that is greater.

**Monies on Account:** We do not offer credit to our clients and we will generally require monies on account of fees or disbursements before they can be incurred. Under our standard terms of business we reserve the right to cease acting if monies on account are not provided.

**Disbursements:** Disbursements are billed at cost. We reserve the right to charge for copying or printing charges but will generally only do so for substantial documents – such as court bundles.

**Fixed Fee, CFA, DBA:** By prior agreement we may undertake certain matters either on a fixed-fee basis, a conditional fee basis or under a damages-based agreement .

**Referral Fees:** We do not have any referral fee or commission arrangement with any third parties and none will have been paid in respect of any matter referred to us.

For you ease of reference, our terms and conditions are published overleaf.



## AMB Law Limited's Standard Terms of Business

**AMB Law Limited will contract with its clients only these terms and conditions which will be deemed to be implied to the exclusion of all other terms into every retainer upon which AMB Law Limited is engaged.**

### INTRODUCTION

1.1 Throughout these terms and conditions references to the first person shall be references to AMB Law which is the trading style of AMB Law Limited, a company incorporated in England with company number 08787294 and its registered office at Epsilon House, West Road, Ipswich IP3 9FJ. References to the second person are to the clients of AMB Law whether they are an individual, a company, LLP or partnership and if any client shall be comprised of more than one person all references to them shall be and several.

1.2 AMB Law is registered with the Solicitors' Regulation Authority (number 646112) and its main office is situated at Epsilon House, West Road, Ipswich IP3 9FJ.

1.3 All contracts to which these terms apply are entered into by and with AMB Law Limited and not with any director, member, partner, employee or agent.

### 2 YOUR INSTRUCTIONS

2.1 It is preferable that your instructions to us are in writing or confirmed in writing. We will generally correspond with you by email (including submitting invoices). We will be entitled to assume that any person giving us instructions has your actual authority so to do and we shall be entitled to rely on any information provided to us by that person. Where instructions are given on behalf of a company, LLP or other organisation we shall be entitled to assume that these terms have been brought to the attention of and approved by the directors of the company, members of the LLP or the appropriate officers of the organisation.

2.2 Where our client consists of more than one person or entity, each joint client irrevocably authorises us to disclose at any time to any of the other joint clients any information that we would otherwise be prohibited from disclosing by virtue of our duty of confidentiality.

2.3 We are not authorised under the Financial Services and Markets Act 2000 and we do not offer investment or insurance advice

2.4 No third party shall have any rights under the Contract (Rights of Third Parties) Act 1999 to enforce any of the terms herein or any other matter arising out of our retainer with you. Our advice is confidential to you and for your exclusive use and should not be passed on to others without our prior written consent.

2.5 Where, in the course of your instructions, you provide deeds or other documents to us, we will normally store and return them at no charge. Deeds will normally be retained by us until you request their return or until we notify you that we no longer require them. Your files and your other documents will normally be destroyed after seven years, with files relating to property transactions normally being destroyed after 13 years. The relationship between us and you is personal.

2.6 We hold data on all our clients for the purpose of fulfilling their instructions. Such data may also relate to our internal management, accounting, credit and quality control systems, regulatory requirements, conflict checks or marketing. We do not disclose client data except in furtherance of your instructions (for example to a barrister we might instruct in relation to your matter). If we do not hear from you to the contrary shortly, we will assume that you approve of our holding and using data for these purposes.

### 3 PRIVILEGE AND CONFIDENTIALITY

3.1 Communications between us may attract legal privilege, which will normally mean that they will not be disclosable to others. You should keep all communications between us secure and confidential or you will risk losing the protection of the legal privilege.

3.2 Information about your instructions will be kept confidential and not disclosed without your permission save where we are required by law to effect disclosure such as under our money laundering obligations (see 8 below). If we are acting for both the purchaser of a property or business and for the purchaser's funder, we will usually be required to report fully on the transaction to that funder, even in relation to matters which would otherwise be confidential or privileged to the purchasing client.

3.3 We may also be required to disclose confidential information to our auditors or other advisers or for the purposes of our professional indemnity insurance or otherwise. You consent to your files being reviewed by an external person for the purposes monitoring for professional standards compliance.

3.4 If we are required to engage other professional advisers, such as barristers or experts, on your behalf you will be deemed to have consented to disclosing your confidential information to those advisers.

3.5 Each time you instruct us, we will be required to ensure that we do not have a conflict of interest. Occasionally conflicts can arise once we have begun for acting for you. In that event, we would discuss the position with you but it may be that your best interests will require that we cease acting for you.

### 4 SECURITY OF COMMUNICATIONS

4.1 Unless expressly instructed to the contrary, our standard practice will be to correspond with you by email. We will not be required to encrypt or password protect any email or attachment sent by us. We will not be responsible for any loss or damage arising from the unauthorised interception, redirection, copying or reading of emails or any attachments. You should let us know if you object to email communications being employed in relation to any of your instructions. We also remind you that text and telephone messages can have similar security concerns.

4.2 It is vital that you retain all documentation – whether in paper copy, electronic or other form – which may touch upon any dispute in respect of which you are litigating. The courts may impose sanctions on parties who destroy, delete or lose relevant documents (electronic and others) or allow that to happen.

### 5 AMB LAW LIMITED'S FEES, COSTS AND EXPENSES

5.1 We will discuss the likely costs and, if appropriate, a budget at an early stage of any new instruction. This will usually be done at our initial meeting together with identifying and agreeing the scope of the work we will be required to undertake on your behalf. We will give you our best estimate of the costs that are likely to be involved in your matter and we will be happy to update this at any time upon request.

5.2 Unless we have agreed a fixed price for a particular instruction, there will always be an element of uncertainty in any legal costs as a particular matter may often be dependent upon factors outside our control (such as the behaviour of other parties).

5.3 Your costs will fall into two categories: our time costs charged on an hourly basis and disbursements incurred by us. In either case, costs and disbursements will, where applicable, be subject to VAT and the sums quoted are quoted exclusive of VAT. Time costs are calculated in units of six minutes to which is applied the appropriate fee earner's standard charge out rate. Charge out rates vary depending upon the level of fee-earner acting and the office through which instructions are carried out. We will always endeavour to use the most appropriate level of fee-earner for any particular task to ensure the almost cost-effective and appropriate service level. Any work carried out by support staff, which would otherwise be regarded as the work of a fee earner, may be charged, currently at £85 per hour. Our charging rates are reviewed annually; we will advise you of any proposed changes. Whilst we only normally start charging our time when we start discussing a matter with you, occasionally we will need to undertake some preparation beforehand, for which we might also charge.

5.4 Disbursements (ie expenses paid by us on your behalf such as court fees, barristers' or experts' fees, stamp duty and search and registration fees) together with VAT will be charged in addition to our time costs. We will try to highlight any major disbursements at the outset. We reserve the right to require you to put us in funds in advance of our incurring any substantial disbursements and to charge you for any photocopying and printing (currently 25 pence per A4 sheet and £1.50 per colour A4 sheet) and overseas telephone calls.

### 6 PAYMENT OF INVOICES

6.1 Unless agreed to the contrary, our invoices are payable within fourteen days of their date. Payment of the invoice amount must be

made in full without any deduction by way of set off, counterclaim or otherwise. We reserve the right to use any money received by us on your behalf (regardless of their stated purpose or instructions to the contrary) to settle any fees or disbursements due to us (whether invoiced or not) before forwarding any balance to you.

6.2 If any invoice is unpaid after 14 days we reserve the right:

- (a) to charge interest from the date upon which payment fell due on the total amount outstanding in accordance with the Solicitors' (Non-Contentious Business) Remuneration Order 2009 for non-contentious work or, alternatively, for contentious work, at the prevailing rate from time to time set out in the Late Payment of Commercial Debts (Interest) Act 1998;
- (b) to require immediate payment of any other outstanding invoices in relation to any matter in which we act for you;
- (c) to cease acting for you and to instruct any agents (such as barristers and experts) to cease acting;
- (d) to issue proceedings against you for the payment of all sums due (including in respect of unpaid interim invoices); and
- (e) to exercise a lien over all documents, papers, title deeds or any other items in our possession relating to any matter of yours until all outstanding invoices are paid in full.

6.3 It is not our usual practice to include a detailed narrative in our bills; if you should require such details, you should let us know in advance. We will charge for the time incurred in creating such a narrative. Where our retainer is with more than one person or organisation, your liability for our fees and disbursements will be joint and several. You will be primarily liable for the payment of our invoices even if you have an agreement or arrangement with a third party for their payment.

6.4 Where we act for a company or LLP, we will only do so on the basis that the director(s) of the company or members of the LLP giving us our instructions agree to indemnify us for our costs and expenses if the client company or LLP does not pay. By giving us instructions the directors or members **HEREBY INDEMNIFY** and agree to keep us indemnified against any failure by the client company or LLP timeously to pay any monies due to us.

## 7 OUR COMPLAINTS PROCEDURES

7.1 If you have any comments or queries about the service that you receive from the firm or the work that we are doing, we will be happy to discuss them with you. If you wish to take any matter (including any concern about our fees) further you should contact Alistair Bacon who is the principal. You can expect an initial response within five days of your complaint.

7.2 If we fail to resolve your complaint to your satisfaction, you may complain to the **Legal Ombudsman**, whose contact details are PO Box 6806, Wolverhampton WV1 9WJ; tel: 0300 555 0333; email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk).

7.3 Your instructions may require us to instruct counsel on your behalf. The Bar Council now requires counsels' chambers to provide you with a complaints procedure of their own. Complaints about members of the bar can be made to the Bar Council or to the Legal Ombudsman. If you require any more information about the Bar Council's complaints procedure let us or counsel's clerk know.

## 8 MONEY LAUNDERING REGULATIONS

8.1 The Money Laundering Regulations 2007 may require us to obtain proof of your identity or to carry out searches with search companies for identity verification purposes. We may also be under a duty to report certain matters to the relevant authorities without notifying you and that obligation will override our duty of confidentiality to you. We cannot be held liable for any loss of whatever nature suffered by you by virtue of our taking any step which we consider to be in the exercise of our duties under the Money Laundering Regulations 2007.

8.2 By virtue of the Money Laundering Regulations 2007:

- (a) we may refuse to send any monies that we may hold to unknown third parties;
- (b) we may also refuse to accept monies from a third party paid to us on your behalf;
- (c) we will not accept cash for any payment over £250.

## 9 CLIENT MONEY HELD BY US

9.1 Whenever we hold money on your behalf or on account of our fees, it will be held in our general client account unless contrary arrangements are agreed with you. Any interest earned will be dealt with in accordance with the Solicitors' Accounts Rules subject to a *de minimis* level of £50.

9.2 Client money may be placed by us with a number of banks. In the unlikely event that any such bank became insolvent, you would be entitled to seek recourse under the *Financial Services Compensation Scheme*.

## 10 OUR INTELLECTUAL PROPERTY RIGHTS

10.1 The copyright in any document drafted or created by us during the course of your instructions will continue to belong to us. In addition any advice provided by us may constitute confidential information or our trade secrets and, as such, will not be disclosed by you to any third party.

10.2 You agree not to disclose any such confidential information or trade secrets to any person, except as absolutely required by law or previously agreed by us in writing.

## 11 LIMITATION OF OUR LIABILITY

11.1 Our aggregate in respect of any claim of whatever nature which you may bring against us shall be limited to the higher of £2,000,000 or the SRA's required minimum level of professional indemnity cover applicable to AMB Law.

11.2 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 profits or opportunities. We will only seek to limit our liability to the extent the law allows and in particular we cannot limit our liability for death or personal injury caused by our negligence.

## 12 TERMINATING OUR RETAINER WITH YOU

12.1 You may terminate our retainer at any time.

12.2 We may cease acting for you if we have good reason to do so, for example if you fail to pay us any monies that we request on account of fees or and expenses or if you fail to settle any of our invoices in accordance with these terms or a conflict of interest arises.

12.3 Whenever our retainer is terminated whether by you or by us, you will be liable for all our fees and disbursements incurred up to the time that we stop work.

## 13 GOVERNING LAW AND JURISDICTION

13.1 These terms and our conduct of any matter on your behalf will be governed by and construed in accordance with English law by the English courts to whose jurisdiction we both irrevocably submit.

13.2 We are neither qualified nor able to advise you in relation to any matter arising under any jurisdiction other than the law of England and Wales nor in relation to any matter arising under the practice of any court or tribunal outside England and Wales.

13.3 If your instructions require us to instruct a lawyer or other professional in a different jurisdiction, we shall not be liable in any way for his acts or omissions. Unless otherwise agreed in writing with us, responsibility for verifying the suitability and the qualifications of any such professional will rest solely with you and it shall be your sole responsibility to agree the scope and standard of the work they shall undertake.