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My ref. tur langton

26 November, 2015

Alison Gibson
Clerk to Tur Langton Parish Council
56 Naseby Way
Great Glen
Leicester LE8 9GS

Dear Alison,

Tur Langton Village Hall

The project

I am to advise the Parish Council on its negotiations with the landlord of the village hall premises on behalf of the management committee of Tur Langton Village Hall with regard to the new lease for the hall. Further advice will be by arrangement.

My services

I am a sole practitioner with no staff and accordingly I will be responsible for the work. I will provide my services as a practising solicitor. I aim to achieve the highest professional standards and to act with courtesy and expedition at all times. My services to you will be covered by my professional indemnity insurance.

All firms of solicitors are obliged to review work progress on a regular basis and to resolve problems that clients may have with the service provided. It is therefore important that, if you are dissatisfied at any time with my work, you raise your concerns with me immediately. I am best contacted by telephone between the hours of 9am and 4.30pm.



I will let you have my written complaints procedure and do my best to rectify any faults and to improve any area of deficiency. I am concerned to ensure that the quality of my service and the manner in which it is provided is maintained and kept under review.

I will endeavour to complete my work with you as expeditiously as possible and in accordance with any timescale that may have been agreed with you. Sometimes, for a variety of reasons, it is not possible to complete work in the timescale discussed in which case I will endeavour to warn you of this and suggest alternative timescales and keep you advised as to progress.

If there are pressing reasons for work to be completed, please let me know at the outset of your instructions, or as soon as possible after the pressing need arises if after initial instructions are given.

Service standards

I will-

- update you by telephone or in writing with progress on your matter at least every six weeks, unless agreed to the contrary
- communicate with you in plain language
- explain to you by telephone or in writing the legal work required as your matter progresses
- explain to you by telephone or in writing the legal work required as your matter progresses
- update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances
- update you on the likely timescales for each stage of this matter and any important changes in those estimates.

Responsibilities

I will-

- review your matter regularly
- advise you of any changes in the law
- advise you of any circumstances and risks of which I am aware or consider to be reasonably foreseeable that could affect the outcome of your matter

You will-

- provide me with clear, timely and accurate instructions
- provide all documentation required to complete the transaction in a timely manner
- respond in a timely manner to my requests for information and documentation.

Professional indemnity insurance

I have professional indemnity insurance cover of £2m in the United Kingdom and my insurance provider is Travelers Insurance Company.

Data protection

I use the information you provide primarily for the provision of legal services to you and for related purposes including:

- updating and enhancing client records
- analysis to help me manage my practice
- statutory returns
- legal and regulatory compliance

My use of that information is subject to your instructions, the Data Protection Act 1998 and my duty of confidentiality. Please note that my work for you may require me to give information to third parties such as other professional advisers. You have a right of access under data protection legislation to the personal data that I hold about you.

Limitation of liability

My liability to you for a breach of your instructions shall be limited to £2m, unless I expressly state a higher amount in the letter accompanying these terms of business. I 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.

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

Please ask if you would like me to explain any of the terms above.

Fees

My fees will be computed on the basis of time spent on your affairs. I will charge an hourly rate of £150: this will not increase during the course of the project without your approval. I am not registered for VAT. In addition, I will charge all expenses and disbursements.

Wherever possible, I do try and give an estimate of charges. This is normally only possible following the initial meeting to discuss your instructions. An estimate will not necessarily accord with the final invoice prepared, particularly where more work was required than had originally been anticipated. However, I will try and keep you advised as to the costs position from time to time. I will inform you if any unforeseen extra work becomes necessary. For example, due to unexpected difficulties or if your requirements of the circumstances change significantly during the matter. I will also inform you in writing of the estimated cost of the extra work before incurring costs. I will attempt to agree an amended charge with you. If we cannot reach agreement, I will do no further work and charge you on an hourly basis for work to date, as set out earlier.

You may, if you so wish, set an upper limit on costs, but if you do so you must understand that when that limit has been reached I will not carry out any further work on the matter until I have had further discussions with you. The delay may not be to your advantage.

It is normal practice to ask clients to make payments on account from time to time. These payments help to meet my expected expenses and disbursements. These amounts will be shown as paid on your bill.

Bills

Usually, I will send you a bill for my charges and expenses and disbursements on completion of the matter. Where the work becomes protracted, I will send you one or more interim bills. Payment of my bill(s) must be made within 14 days of the date of such bill(s). If a bill remains outstanding in breach of the terms and conditions for settlement stated on each invoice, I may refuse to undertake further work for you until that invoice has been settled. If you do not pay the bill(s) within 14 days, I may charge you interest on it at an annual rate of base rate plus 4% from the date on which payment is due. I can exercise a lien over your papers if my costs are not paid.

Complaint

I am committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received or about the bill, please contact me immediately. I have a procedure in place which details how I handle complaints and I will send this to you if you wish.

If you are not satisfied with my handling of your complaint you can ask the Legal Ombudsman 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.

The Legal Ombudsman,
PO Box 15870
Birmingham B30 9EB

Tel - 0300 555 0333
Website - www.legalombudsman.org.uk
E-mail - enquiries@legalombudsman.org.uk

You can also make a complaint about my bill to the Legal Complaints Service (or the Office for Legal Complaints), an independent complaints handling body. Their address is: Victoria Court, 8, Dormer Place, Royal Leamington Spa, Warwickshire CV32 5AE. There may also be a right to object to the bill by applying to the court for an assessment of the bill under Part III of the Solicitors' Act 1974.

Storage of papers

After completion of the project, I am entitled to keep all your papers and documents while money is still owing to me. I will keep my file of papers (except for any papers which you ask to be returned to you) for no more than 6 years and on the understanding that I have your authority to destroy the file 6 years after sending you my final bill. I do not have facilities for the safe custody of papers or documents.

Agreement of terms

This agreement will upon acceptance by you remain effective until it is cancelled or superseded in writing. Where it proves necessary to amend the terms of this agreement, I will send a revised letter incorporating the changes. These changes will be regarded as supplementary to the terms of this agreement and will on issue form an integral part thereof and will from the date of issue be effective until this agreement is cancelled or superseded in writing.

Stamp duty land tax

The project covered by this letter of engagement will be subject to the law and regulations on stamp duty land tax. No tax is payable because your organisation is a charity but complex forms may have to be completed and submitted to HM Revenue and Customs.

Termination or cancellation

You agree that I am to start working for you immediately but you may terminate your instructions to me at any time. For example, you may decide that you cannot give clear and proper instructions on how to proceed, or you may lose confidence in my work. You do not have to give any minimum notice of termination but I do expect you tell me when you wish to finish with my services.

I will decide to stop acting for you only with good reason and on giving you reasonable notice.

Conclusion

I would be grateful if your committee would consider and approve this engagement. If it is so approved, please confirm your agreement to the terms of this letter by signing a copy in the space provided below and returning it to me, or contacting me if the terms are not in accordance with your understanding. Then I can be confident that you understand the basis on which I will act for you. If you fail to do this, your continuing instructions will amount to your acceptance of these terms of business.

This is an important document which I would urge you to keep in a safe place for future reference.

Yours sincerely,

Jonathan Dawson

[on copy]

Tur Langton Parish Council hereby accepts the terms and conditions of this letter of engagement.

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Signature

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Position held

.....
Print name

.....
Date