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## CLIENT CARE AND TERMS OF BUSINESS

This is intended to show the Client Care and Terms of Business of Keerat Khalsa:

### **Application of terms**

Subject to any variations specifically agreed in writing, when accepting your instructions these terms shall apply to all advice given to, and work undertaken by, Keerat Khalsa for each of our clients ('you').

#### **1. Introduction**

Our professional rules of conduct (enforced by the Solicitors Regulation Authority) require us to set out the basis on which we, Keerat Khalsa will do business with you, the client. To do this we provide you with:

A letter of engagement (also known as a client care letter) setting out the services we have agreed to provide for you; and our standard terms of business, which provide much more detail about the terms on which we provide our services.

Both should be read carefully and in conjunction with one another. Collectively they form the agreement between us.

Unless otherwise agreed in writing, our standard terms of business apply to any instructions you give us, including any future instructions. We may change our standard terms and conditions of business from time to time and these will be communicated to you through our website or by email.

We require you to sign and return the 'Confirmation of Instructions' before we can act on your behalf. By signing it, you are agreeing to be bound by the standard terms of business and the letter of engagement.

Should you not return a signed Confirmation of Instructions sheet or a client information and instruction sheet, your continuing instructions will in any event indicate your agreement to be bound by the standard terms of business and the letter of engagement.

#### **2. Responsibility of the work**

The Solicitor who will deal with the work is Keerat Khalsa. She has ultimate responsibility for these matters. She will be your first and final point of contact.

#### **3. Our service to you**

We will exercise due skill, care and diligence in carrying out legal work in accordance with your instructions. In performing our services, we shall use reasonable care to:

- Represent your interests, and keep your business confidential;
- Explain to you the legal work which may be required and the prospects of a successful outcome;

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- Explain the likely degree of any financial risk in relation to legal costs which you will be taking;
- Inform you regularly of progress or, if there is none, let you know when you are likely to hear from us;
- Deal promptly with your queries.

#### 4. Your responsibilities as a client

You are responsible for:

- Providing us with clear, timely and accurate instructions;
- Providing all documentation required in a timely manner;
- Safeguarding any documents which are likely to be required for disclosure;
- Paying our fees and expenses in accordance with these Terms and the engagement letter;
- Providing us with all necessary information to enable us to comply with the Money Laundering Regulations.

#### 5. Charging Rate

Our charge will be calculated by reference to all time spent by Keerat Khalsa on the matter. This will include meeting you and where appropriate others, considering, preparing and working on papers, correspondence, making and receiving telephone calls, research, internal consultations, travelling, advising, attending on you and others, preparing documents, letters in and out, telephone calls in and out, travelling and waiting time. In addition to time spent, we may consider several factors which include the complexity of the issues the speed at which action must be taken and the expertise of specialist knowledge that the case requires. Charging rates will be reviewed from time to time and you will be notified of any changes as soon as reasonably possible.

Any work done by us at your request which falls outside the scope of the work which the written agreement covers will be charged on the hourly basis. When our fees are charged on an hourly basis, our time will include, for example (and not limited to): - • Meetings with you and others; • Reading, preparing, drafting and working on papers; • Correspondence and communications of all kinds sent and received; • Telephone calls made and received; • Travelling and waiting; • Attending Court, including advocacy; and • Identity Verification.

As we have said Keerat Khalsa will carry out the work in this matter, her charging rate is £270 per hour. We will not add VAT as we are currently not registered to charge for it. However, once we do register for it, we will advise you as soon as possible.

These charge rates are reviewed annually and if this matter has not been concluded before the next review will take place they may arise. We shall let you know the rates that will apply to work done from then on as soon as they have been sent.

Unless otherwise agreed, our charges are based on hourly rates. Our chargeable work will include drafting documents, advising, reporting, dealing with correspondence, telephone calls, preparing for and attending meetings and preparing notes of those meetings, drafting instructions to Counsel, reading papers, researching the law, attending Court and travelling.

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The applicable hourly rates will depend on the seniority and specialised knowledge of the individuals concerned and will be included in the Engagement Document or provided on request. Our hourly rates will be reviewed periodically and may be increased during any instruction.

There are four bases of charge which may be referred to in our engagement terms. They are "Fixed Fee", "Time Basis", "Standard Basis" and "Agreed Fee".

#### **Fixed fee**

This will either be a stated fixed amount or will be calculated by reference to a percentage of an ascertainable sum. This fee is payable at the conclusion of the matter or at an agreed stage being reached.

#### **Time basis**

Our charge will be calculated by reference to all time spent by Keerat Khalsa on the matter. This will include meeting you and where appropriate others, considering, preparing and working on papers, correspondence, making and receiving telephone calls, research, internal consultations and travelling. Such time is recorded and charged in six-minute units at the hourly rates applicable to the relevant individual conducting the work. Where less than six minutes is taken on a matter, a full unit of six minutes will be charged. You will be notified by letter of the rates chargeable by fee-earners dealing with your matter. These rates are exclusive of VAT. Charging rates will be reviewed from time to time and you will be notified of any changes as soon as reasonably possible.

#### **Standard Basis**

This will be a fee which is fair and reasonable in all the circumstances of the matter as recognised by the relevant regulatory legislation or guidance. The main element in any such calculation is likely to be the amount of time spent by Keerat Khalsa in dealing with the matter. Other factors relevant to the calculation of a Standard Basis fee include but are not limited to the complexity of the matter, the value of the assets involved, the degree of responsibility undertaken by us, the place where the work is performed, the investment in IT programmes utilised, the level of office support services utilised, and the urgency of the matter.

#### **Agreed fee**

An agreed fee is a fee that cannot be varied upwards and is payable whether or not the work is completed.

### **6. Estimates**

We are unable to give an accurate estimate of the costs at this stage. The amount of work that will have to be undertaken depends upon the time spent and the attitude of the other party and whether agreement can be reached at an early stage.

Please note that the costs are not limited and they will continue to increase unless you specifically instruct us in writing to stop acting for you.

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We confirm that this is private practice and we have fully informed you that we cannot offer access to public funding. We confirm that the implications of this have been fully discussed with you and that you have chosen to instruct Keerat Khalsa on a private basis anyway.

The fees and costs given in our letter of engagement are based on our experience of dealing with similar matters or are based on our best estimate of the likely amount of professional time incurred. In some circumstances we may need to revise our estimate, for example, if your instructions change, matters become complex, we enter prolonged correspondence, or unforeseen or exceptional circumstances arise. We will discuss and agree in advance any proposed variation to our fees with you. If we cannot agree a revised figure or you then do not wish us to continue working for you, we will invoice you for the work and disbursements to that date.

Unless we agree a fixed fee for specified work, our fees (plus VAT) are calculated by hourly rates. Time is charged in minimum six-minute units. However, we may make adjustments to reflect such things as the efficiency and skill with which the work was carried out, the nature and complexity of the matter, the size or value of the matter, the risks and the value provided to you or any saving achieved. We may also charge (as a profit cost as opposed to a disbursement) for copying, printing and media production, conference call facilities, money laundering checks and handling bank transfer fees. We will charge for all expenses e.g. court fees and counsel's fees we incur. You will be charged for all time spent on the file (including telephone calls, emails and travelling).

If you are not on a fixed fee for specified work, the hourly rate you are charged will depend on who is involved and their level of authority and expertise.

Our hourly rates are reviewed from time to time and you will be notified of any revised rate in advance of it being applicable to your instructions. If you have a query about the rates involved, please contact the person with overall responsibility for your matter.

We may increase the rates for working outside normal business hours, for complex issues, the speed at which actions need to be taken or the importance and value of the work, in which case we will notify you in advance.

We can agree (if you request) a limit on the charges and expenses to be incurred at the start of your matter, but in those cases we cannot guarantee the work will have reached any particular stage when we reach this limit. As soon as we become aware that the likely level of fees may exceed the limit you have set, we will inform you and will try to avoid exceeding the limit without your consent.

Occasionally it may be the case that the level of fees is exceeded inadvertently, particularly if your matter requires urgent steps to be taken. If we cannot agree a further fee limit we will stop acting for you. Any fee estimates are estimates only and do not fix or limit our charges.

Unfortunately, we cannot accept any cash.

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Please note that, in accordance with applicable laws and regulations, we cannot receive any funds from you until such point as we are satisfied as to your identity.

If a third party undertakes, guarantees or indemnifies us to pay fees and expenses on your behalf and the third party fails to make payment in full for any reason, without prejudice to any claim we have against that third party, you will be responsible for paying any and all sums outstanding.

Unless you are being charged on a fixed fee or agreed fee basis, any indication of fees is an estimate only (whether stated to be an estimate or quotation). Any fixed fee or estimate will only apply to the work covered by your initial instructions and we reserve the right to vary the estimate or our fee if the scope or nature of those instructions changes.

Whilst we will endeavour to ensure that estimates are as accurate as possible the actual fees that are incurred will be subject to factors outside our control and you should therefore treat any estimate as a guide only. We cannot guarantee that the final charge will not exceed the estimate. We will be entitled to charge for all time spent even if it transpires that our estimates underestimate the level of fees properly incurred in the matter. We will let you know if our initial estimate is likely to be exceeded and provide an updated estimate at the same time.

### **Upper limits**

You are entitled to set an upper limit on the costs, which may be reached without further authority. Fees in excess of that limit may only be incurred with your specific further authority.

### **Costs updates**

On all matters that are being charged upon a standard basis or time basis, we will, at intervals of no longer than every 6 months, update you as to the current costs position.

### **Contingency fees**

Unless expressly agreed otherwise, no work is undertaken on a contingent basis and with the exception of fixed fees our fees are payable in full whether or not the proposed matter is completed.

### **Publicly funded work**

We do not undertake work which is publicly funded. Should it appear to us that any work that you may instruct us to undertake is eligible for public funding, we will advise you of this and the implications thereof.

## **7. Orders for costs in litigation matters**

Without prejudice to any alternative arrangement, payment of our invoices is your responsibility.

If, at any stage of the proceedings or at its conclusion, you obtain a costs order in your favour, which requires another person to pay your costs you hereby understand:

-that you will be responsible for payment of our costs in full regardless of any order for costs made against your opponent/any other party;

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- it is highly unlikely that your opponent/any other party will be ordered to pay the full amount of your costs;
- the party ordered to pay your costs may not have sufficient assets to pay;
- that, if your opponent/the paying party is legally aided, it is very unlikely that you will be able to recover any costs.

In the event that you are successful and the costs of the matter fall to be paid by the other party, we may be able to claim interest on those costs to be paid from the date on which the order for costs was made.

If you lose you may have to pay your opponent's costs as well as your own. You will usually have to pay your opponent's costs within 14 days of any hearing and a proportion of their costs within 14 days of a trial.

Once proceedings have been issued and served, if at any stage you decide that you no longer wish to proceed with the claim, you may be able to discontinue the claim. However, in doing so there is a risk that you may be ordered to pay the opponent's costs.

As stated above, it is unlikely for a party who has a costs order in their favour to recover 100% of their costs from their opponent/any other party. Where the claim is not subject to a fixed costs regime, if a settlement cannot be reached regarding the amount of costs payable, the court may assess the receiving party's costs and often a reduction will be made. You should be aware that you may not recover all your costs. It may be that the hourly rate is not recoverable in full or a certain item of work or a disbursement incurred is disallowed on assessment. If you are the receiving party and your costs are reduced on assessment or by agreement you acknowledge that you are still responsible for full payment of our fees.

As from 1st October 2023, monetary claims issued with a value of up to £100,000, may be subject to a new fixed costs regime. There are various matrices which show the level of fixed costs paid between the parties, this will depend on the complexity score between 1 and 4 it is allocated (1 is for the most straightforward and 4 is for the more complex). We can provide a link to these upon request.

This will mean that where the litigation is within the fixed costs regime and there is an order or agreement that the other party is to pay your costs, this may be fixed according to what stage the litigation has reached. You agree that any fixed costs the other party is required to pay, is paid to us regardless of the amount of time we have spent acting on your matter. You further agree that you will pay all of our costs regardless of any fixed costs order you may obtain. Where you are due a payment of money (damages) from the other party, you agree that we may deduct any costs owing to us from those damages.

## **8. Payment On account**

We require you to make payment on account of disbursements and our fees once billed by way of an interim statute bill which is rendered at agreed intervals, or at the default interval which falls at the end of a calendar month.

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We may also request payment on account for our fees and disbursements only, before these are billed which will be held in our office account used solely towards our fees and disbursements. "Client money" is money held or received by us in respect of our fees and any unpaid disbursements if held or received prior to delivery of a bill for the same in compliance with rule 10.2(vii) of the **SRA Authorisation of Individuals Regulations found here: [SRA | Authorisation of Individuals Regulations | Solicitors Regulation Authority](#)**.

These will be accounted for in the interim statute bills to reflect any remaining credit or if you are in arrears.

This helps to avoid delay in the progress of your case. Please note we are under no obligation to act for you should you not comply with such requests.

We undertake time recording in respect of all work done on your matter. At the end of each month, we send out a breakdown of the costs incurred to date *if requested by you*. You will also receive a *monthly interim statute invoice* at the end of the month which will reflect the work already billed. All bills are statutory bills.

Accounts should be settled within 14 days.

Interest will be charged on unpaid bills at 8% on bills that remain outstanding for 28 days. We will send a final bill after the completion of the work and may include in the computation of such a bill, any other amounts that remain outstanding under previous interim statute bills unless agreed otherwise.

In the event of a payment not being made we reserve the right to decline to act further and the full amount of the work done up to date will be charged to you.

#### Payment to Third Parties:

There may be occasions during your case when it is necessary for a third party, such as a barrister, an expert witness, or an educational psychologist to be used. You may be requested to pay the third party directly.

### 9. Billing

It is our intention to be as clear as possible in relation to our costs on all work undertaken by Keerat Khalsa. Below, you can find extensive details about the way we charge, what we charge and tips to keep the cost down.

#### How we charge:

As a basic starting point, as solicitors, we charge for our time. That is published as an hourly rate, but actually accrues, or builds up, in units of 6 minutes (known as "a unit"). The reason for this is that it is easier to monitor costs building up in hours that are divisible by 10. (10 x 6-minute units are 60 minutes). In this way, you can monitor your own time accrual according to the hourly rate of the solicitor that is working for you.

Here is an example:

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The solicitor's hourly rate is £200 per hour, so every unit cost £20. If the solicitor spends 6 minutes on work for you, this will be transferred to a bill of £20. If the solicitor spends 12 minutes (that's 2 units), then it turns into a bill for £40 and so on.

It is our aim to be completely transparent with our charges and below, you can find our hourly rates:

Keerat Khalsa £270

Important Things to be Aware of:

The smallest unit of time that is on sale within this practice is 6 minutes. Therefore, if you engage in a 2-minute conversation, that will be recorded as one 6-minute unit. The same applies if you spend 3, 4 or 5 minutes on that call. If you spend 7 minutes, then it counts as two units.

## 10. Assessment of invoices

If you are not satisfied with our charges, please refer to our Complaints Procedure on making a complaint. You may also have a right to ask the court to assess our costs under Part III of the Solicitors Act 1974. You should be aware that this right is subject to certain time limits and conditions.

You may apply for assessment of an invoice by the court. You should do so within 1 month of delivery of the invoice (although the Court has power to assess an invoice on our application or yours made after 1 month but within 12 months from the delivery of the invoice). After 12 months, or if you have paid the invoice, the Court will accept your application only in special circumstances. The Court has no jurisdiction under the Solicitors Act 1974 to assess the invoice beyond 12 months after you have paid it. The Solicitors Act 1974 contains other detailed provisions about the procedures and costs of the assessment of invoices and the rights of third parties.

A complaint does not avoid liability to pay our invoices and we are entitled to charge interest on the outstanding amount of the invoice in accordance with Article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009.

## 11. Interest on invoices

Interest will be charged on unpaid accounts from one month from the invoice date until payment at 8% per annum. Statutory interest is the legally mandated interest rate that can be charged on late commercial payments, calculated as 8% plus the Bank of England base rate, serving as a default if a contract doesn't specify a different interest rate.

Under The Solicitors' (Non-Contentious Business) Remuneration Order 2009:

"Interest

5.(1) A solicitor may charge interest on the unpaid amount of his costs plus any paid disbursements and value added tax, subject to the remainder of this article.

(2) Where an entitlement to interest arises under paragraph (1), and subject to any agreement made between a solicitor and client, the period for which interest may be charged runs from one month after the date of delivery of a bill.

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(3) Subject to any agreement made between a solicitor and client, the rate of interest must not exceed the rate for the time being payable on judgment debts."

A fixed amount of compensation may also be sought in accordance with The Late Payment of Commercial Debts Regulations 2002.

We are entitled to retain your files and papers until payment of all sums due to us.

## **12. Proceedings to recover our costs**

In the event we are required to issue proceedings against you for the recovery of any unpaid invoice(s), or any part of it you agree to accept service of such proceedings and any other documents by e-mail. Unless stated or agreed otherwise in writing prior to service, you further agree that the e-mail address for the service of proceedings and any other documents shall be the e-mail address you provide to us or use to communicate with us. If there are any limitations to your agreement to accept service by e-mail, such as the format in which documents are sent and/or the maximum size of attachments you can receive, then you must inform the person conducting your matter otherwise it will be assumed there are no limitations and the provision of this clause shall have full effect; and you will be responsible for: costs; and expenses; and disbursements; and charges; and

VAT, that we incur as a result of Keerat Khalsa allocating time to the recovery of the funds, or as a result of the instructions to third party agents for the same.

## **13. Legal expenses insurance**

It is your responsibility to clarify whether or not you have the benefit of legal expenses insurance and if so then to advise us of this fact. You should check your household and other insurance policies, credit cards, other financial products and employment related schemes to see if they provide cover for our fees and notify us if applicable. In all such instances where you advise us that you have cover from a third party, we shall consider the terms of the cover and advise you whether we are prepared to continue our retainer on the basis of third party cover.

Should it be appropriate for you to take out such cover, you will be specifically advised of this need.

## **14. Expenses and disbursements**

We shall be entitled to charge a fee for:

- Any telegraphic transfers at £30 per transaction;
- Photocopying (routine as well as exceptional);
- Scanning and faxing;
- Any 'Faster Payment' transaction at £10;
- Electronic document signing.

We will also charge separately for sums incurred or to be incurred by us on your behalf ('disbursements') such as court fees, the fees of counsel and experts, travel expenses, courier fees and computer search fees.

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Unless agreed otherwise we will expect all disbursements to be paid in advance. Should you fail to pay disbursements when requested, we shall be entitled to determine the retainer with immediate effect.

#### **15. VAT**

All fees and expenses are exclusive of VAT which will be charged where applicable at the appropriate rate. We are currently not registered for VAT. However, once we are, then this change will be made known to you, and your bills will reflect this change.

#### **16. Delivery of invoices**

Invoices relating to fixed and agreed fees will be delivered when they are due for payment.

In all other types of work we are entitled to deliver invoices from time to time for all work carried out to the date specified in the bill. Such bills are 'statutory bills', upon which we are entitled to sue in default of payment. The interval between bills will in most circumstances be between one and three months. An invoice will also be sent at the conclusion of all matters.

Our invoices are payable on delivery. If email is the normal method of communication between us, sending an invoice by email will constitute valid delivery of that invoice.

In the event of any invoice not being paid on delivery we shall be entitled not to undertake any further work on your behalf until the invoice is paid in full. If the invoice remains outstanding for 28 days we shall be entitled to terminate the retainer and/or charge interest as specified below.

#### **17. Payment of fees**

Payment of our charges may be made by bank transfer. We cannot accept any payment in cash in respect of our fees or for any other purpose

#### **18. Interest payable on overdue fees**

We will charge interest on any amount remaining overdue by 28 days or more. Failure to pay invoices in accordance with our terms of business is analogous to an unauthorised overdraft. Accordingly, the rate of interest we will charge on overdue amounts is 8% per annum.

We may at our absolute discretion discount the interest rate in individual cases. Such discount will only apply if you receive written notification thereof.

#### **19. Objecting to our bill**

If you object to any bill you are entitled to apply to the court for an assessment of the bill under Part III of the Solicitors Act 1974

#### **20. Lien**

Without prejudice to any other rights or remedies we may have we shall have a general and particular lien (a right to retain documents or other items) over any of your property coming into our possession or under our control as security for all amounts and liabilities of whatever

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sort due or becoming due to us from you. The lien may be enforced by sale by auction or private treaty of all or any part of your property in our possession.

If for any reason we permit you or any other person to have possession or use of any property subject to the above lien, it shall be held at all time subject to that lien and shall be returned to us immediately upon request.

## **21. Time Scales**

We will always seek to inform you of the length of time it will take to handle your matter from the point of instruction to finalisation. Any time frame provided is an estimate based on our experience. Where a matter is complicated, lengthy and/or progress depends on third parties then even the most careful timescale may be wrong and is beyond our/your control. We will endeavour to keep you informed of the timescales throughout this matter, but please remember the difficulties mentioned.

Do not make arrangements based on the estimate without checking with us whether it is safe or sensible to do so.

## **22. Photocopying and related costs**

On a day-to-day basis we will undertake general photocopying at our office. For efficiency we sometimes outsource larger photocopying jobs (e.g. trial bundles) to an external provider. We will charge you for photocopying at the same rates whether the copying is undertaken in-house or whether it is outsourced. We will endeavour to only undertake photocopying (whether internally or sent externally) to the extent that it is reasonably necessary for the appropriate keeping of records or otherwise for the proper advancement of your matter.

## **23. Costs Draftsman**

For certain types of matters, it may be necessary to employ the services of a Costs Draftsman. A Costs Draftsman is a specialist consultant who assists with certain aspects of a case in relation to the recovery of legal costs and in particular when a Detailed Assessment of Costs is required by the Court. We will charge you for Cost Drafting services at the same hourly rates as ours whether the Cost Drafting is undertaken in-house or whether it is outsourced

## **24. Counsel**

Keerat Khalsa may, in consultation with you, instruct counsel for advocacy and specialist advice if we consider it appropriate. Counsel's fees plus any VAT will be invoiced to you, but we will require money on account of counsel's fees before counsel can be instructed, but, after you have agreed to a fee estimate provided by Counsel. In some instances, you will be required to make payment directly to Counsel.

## **25. Conflict of interests**

As far as we are aware, there is no conflict of interest to prevent us from acting for you. If such a conflict arises or we become aware of a conflict we will contact you to discuss this. If a conflict does arise then we may have to cease acting for you.

A conflict of interest may arise where:

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- We owe (or, if we accept your instructions, would owe) separate duties to act in the best interests of two or more clients in relation to the same or a related matter, and those duties conflict, or there is a significant risk that those duties may conflict; or
- Our duty to act in your best interests in relation to a matter conflicts, or there is a significant risk that it may conflict, with our own interests in relation to that or a related matter; or
- We have confidential information in relation to a client or former client, and you wish to instruct us on a matter where that information might reasonably be expected to be material and you have an interest adverse to our other client or former client (for the purposes of this paragraph “you” does not include associated entities).

We may act for parties engaged in activities similar to or competitive with yours, but we will not act for a third party in relation to the same matter if there is a conflict of interest between that third party's interest and your interests. We may decline to act for you where accepting your instructions would create a conflict of interest or cause us to break an existing agreement with a third party. Where our professional rules allow and subject to satisfying the requirements of those rules (for example implementing an information barrier), we may act for you and another client where a conflict of interest would otherwise exist provided that we have the consent of both parties. We do not require your consent to act against an associated entity. If whether through a change in circumstances or otherwise we find that we have agreed to provide services to you in circumstances which give or could give rise to a conflict of interest, we will discuss with you how to deal with the conflict and may be obliged to stop providing services to you and/or to all other clients affected by the conflict of interest

## **26. E-mail communication**

We are constantly reviewing and upgrading our e-mail technology to ensure that we can communicate with you as effectively as possible by e-mail with the minimum risk of virus infection. However, e-mail carries some inherent risks, namely potential lack of security and lack of authenticity. Further, where sender and recipient use different internet service providers, there can be no guarantee of prompt transmission and incompatibility may also create delivery problems. Notwithstanding these potential problems, the vast majority of e-mail communication is secure and prompt. We are nevertheless required to advise you of these potential risks.

If you ask us to communicate by e-mail or send us an e-mail, you will be deemed to have accepted the inherent risks in e-mail communication, and we shall have no liability for any losses arising from such risks.

You acknowledge and accept that, by providing us with an email address or communicating with us via email, you consent to receiving communications from us by email and assume any associated risks. If you do not wish us to use email in connection with your affairs, please inform the person conducting your matter.

To mitigate the risk of fraud, particularly in relation to financial transactions, you must remain vigilant and carefully review any security warnings and/or payment confirmation messages given by your bank before making payments to us. We will not be liable for any loss you may incur as a result of failing to heed such warnings or not checking the accuracy of the information given in a payment confirmation message, including but not limited to instances

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where funds are transferred to an unintended recipient due to fraud, phishing, or impersonation. If you have any concerns about the security or accuracy of a payment, you should contact us directly using our verified contact details before proceeding with any transaction.

## **27. Communications**

We will keep you informed of progress on your matter by making regular contact with you or by any other means as agreed with you from time to time. This may include sending you copies of relevant correspondence, or sending you copies of attendance notes of conversations or meetings.

As part of managing our client relationships, we may also wish to meet with you (or contact you by telephone) from time to time to review the work that we are doing on your behalf.

## **28. Identification (for regulatory purposes)**

All law firms in England and Wales are subject to stringent regulations concerned with the prevention of money laundering. Whilst Keerat Khalsa is not a law firm, as a matter of good practice, we are required to identify all new clients, even those introduced by people already known to us. We are also required to renew the identity documents of existing clients every three years, unless a matter is ongoing.

Under the money laundering regulations, the type of identity verification documents we are required to obtain varies and therefore the person with day to day conduct of your matter will advise you of the documents we will require from you to meet our obligations under the regulations. However, below are some examples of the types of documents and information we may need to verify identity:

### Individuals

- photographic ID such as a passport or photocard driving licence
- proof of residence, such as a recent utility bill or bank statement (issued within the past three months)

### Companies/Partnerships/Trusts

- company/charity registration number
- identity verification documents for (usually two) directors/partners/trustees
- certificate of incorporation
- memorandum/articles of association
- trust deed
- partnership agreement
- details of controlling shareholders/beneficial owners/main beneficiaries

For individuals, both resident in the UK and abroad, we may conduct an electronic search to confirm identity. Although we may conduct such an electronic search we still require a scanned copy or photocopy of a passport or photocard driving licence.

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For UK registered companies, LLPs and charities in addition to the documents you must provide to us as listed above we may also obtain verification information from the relevant registration authority, for example, Companies House.

We reserve the right to charge for any searches required to confirm your identity. Our charges vary depending the particular search that is being conducted. We will advise you in advance if we propose to undertake such a search and its related charge.

### **Terrorism Act 2000, Proceeds of Crime Act 2002, and Money Laundering Regulations 2017**

By virtue of the legislation and regulations we are required to:

- verify your identity on the basis of documents, data or information from a reliable and independent source;
- identify any person who is classified by the regulations as a 'beneficial owner' and take reasonable measures to verify any beneficial owners identity, to include taking reasonable measures to understand the ownership and control structure of any individual, trust, company, foundation, charity or similar arrangement;
- obtain information on the proposed and intended nature of the retainer and business relationship and so far as it is reasonable satisfy ourselves that the funds which relate to the matter we are instructed upon are legitimate;
- continue to monitor the transaction and keep identity information up to date;
- report to the relevant authority if we have any knowledge or suspicion that an offence under the above legislation or regulations may be or has been committed.

Failure by us to comply with these obligations may result in a criminal prosecution against us. To enable us to comply with our duties we may ask for evidence of identity and we may ask you detailed questions concerning the source of any relevant funds.

### **29. Electronic due diligence**

We may make use of internet-based searches of extant databases to help ascertain your identity and any money laundering risks. Personal information and identification documentation that you provide may be disclosed to a credit reference agency, which may keep a record of that information and documentation. Unless you contact us after being advised how to access these terms to inform us that you object to the use of such searches it will be deemed that you consent to their use.

### **30. Reporting obligations**

We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the National Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. If we have any concerns about the legitimacy of the funds or the legitimacy of the matter, we are obliged to either terminate the retainer or make a notification to the authorities. Such a disclosure is required under the legislation and is an exception to our normal duty of confidentiality. Accordingly we shall not be liable for any loss that you may suffer as a result of our complying with any statutory or regulatory provisions, even if it ultimately transpires that no offences were being committed.

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### **31. Use of our advice**

You agree not to make our work available to third parties without our written permission.

### **32. Confidentiality**

We will at all times keep your business confidential, subject to:

- Any disclosure obligations which may be imposed on us by law, such as the money laundering legislation;
- Regulatory requirements such as audit provisions under the Solicitors Accounts Rules;
- Quality audits undertaken by independent inspectors;
- Documents and information relevant to any claim or potential claim being supplied to our professional indemnity insurers in the event of our having to inform our insurers of any notifiable circumstances under the terms of our policy; and.
- the review of your files in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of new business.

By accepting these terms you consent to disclosure of your files of papers in the above circumstances on the basis that the third parties involved will be required to maintain confidentiality in relation to your files.

We sometimes refer our files to counsel, an expert or a costs draftsman for specialist advice. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

You agree to waive confidentiality in respect of your name, address and details of unpaid invoices in so far as such a waiver of confidentiality is necessary to enable the firm to charge its book debts or enter into any factoring agreements or instruct other solicitors to collect any debt.

### **33. Termination**

You may terminate your instructions to us in writing at any time. We will however be entitled to keep all of your papers and documents while there is money owing to us for our charges and expenses.

As previously mentioned we may decide to stop acting for you if for example you fail to meet a bill.

You may terminate your instructions by writing to us at any time.

**Keerat Khalsa** is entitled to determine the retainer for good reason, and without prejudice to the generality of the foregoing we shall be entitled to terminate our retainer if you instruct us to take any course of action which we advise is inappropriate, you decline to accept our advice, we consider that the potential outcome does not justify the expense being incurred or that it is not in your best interests for us to continue to act, you are in breach of your responsibilities, you make unwarranted complaints about the firm or the level of service, or it is evident to us that the necessary mutual trust and confidence no longer subsists.

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Further, we may terminate the retainer in the event of any of our accounts being outstanding for more than 28 days.

We will give you such notice as is reasonable in the circumstances to determine the retainer, but such notice shall be no longer than 28 days. We shall have no liability to undertake any work or actions on your behalf once the period of notice has terminated. We will release papers relating to your matter once all fees for which you have become liable have been paid by means of cleared funds.

#### **34. Ceasing To Act**

There may be circumstances where we are unable to continue to act for you such as, but not limited to, failure to provide instructions, providing misleading instructions, non-payment of invoices or refusal to pay monies on account when requested to do so. In the event that we are required to cease acting we will notify you in writing providing you with the details for your decision. In circumstances where this is necessary and appropriate, we may apply to the Court (on reasonable notice to you where appropriate and practicable) to be taken off the record as solicitor acting in this matter. We reserve the right in appropriate circumstances, to charge you for the time and costs incurred in taking such a step.

We are entitled to retain and exercise a lien over monies (or other personal property) which is recovered for you, whether by judgment or by settlement agreement, in the course of litigation or otherwise, while money is owed to us. We will only exercise a lien over monies equal to the full amount owed to us. Any surplus monies will be returned to you.

If necessary, we will make an application to the Court for a charging order over the monies/property recovered or preserved by us (on the Client's behalf) pursuant to the Solicitors Act 1974. We reserve the right in appropriate circumstances, to charge you for the time and costs incurred in taking such a step. We would, however, inform you before taking such a step. If at any time we choose to waive or abandon this right of lien, we will inform you of this expressly in writing and, absent such notification, it should in no circumstances be inferred that such right has been waived or abandoned. We confirm that we will exercise our rights as set out in this paragraph appropriately and fairly in all of the circumstances of the matter.

#### **35. Challenging A Bill**

If you require clarification regarding the final bill you should contact Keerat Khalsa who will address the issue. If you remain unsatisfied you may apply to the Court for the bill to be "assessed". This is the process whereby a District Judge assesses the work done and certifies the amount due.

You must make the application to the Court at your own cost.

#### **36. Other Party's Fees, Charges and Expenses**

It is important for you to understand that you alone are responsible for paying the bills.

In contentious matters only it may be possible that the other party will be ordered to pay your charges and expenses, but:

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- 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 in full; or
- If the other party receives public funding, you may not get back any of your charges and expenses even if you win.
- If any of the above occur, you will have to pay the balance of our charges and expenses.
- If you are successful and the Court orders the other party to pay some or all of your charges and expenses, interest can be claimed on them from the other party from the date of the order.

You will also be responsible for paying the charges and expenses of seeking to recover any charges and expenses 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. This may be at the end or during the matter. This may happen if, for example, you lose the case, or part of it. The money due to the other party is in addition to our fees and expenses. You may have insurance to cover our charges and expenses and your liability for the other party's charges and expenses. If not, in some circumstances it would be advisable for you to have insurance to meet the other party's charges and expenses. We can advise further on this issue where appropriate.

### **37. Professional Indemnity Cover**

Details can be provided on request.

### **38. Right to Cancel**

Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 will apply to this matter.

This means you will have the right to cancel your instructions to us within fourteen days without giving any reason. We will inform you in our engagement letter if this is applicable for your matter. The cancellation period will expire fourteen days after the date of our initial communication with you. To exercise the right to cancel, you must inform us of your decision to cancel by a clear statement (e.g. a letter sent by post, fax or email) using the contact details on our letter.

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. If you requested us to begin work on your matter during the cancellation period, we reserve the right to ask you to pay us an amount which is proportionate to what has been performed until you have communicated to us your cancellation, in comparison with the full coverage of the retainer.

### **39. Storage of papers and retention of data**

We will be entitled to keep your papers whilst there is still money owed to us for fees and expenses. Once our bills have been paid and with the exception of those papers that you request to be returned to you, we will retain papers arising from our work for you in storage for a minimum of 6 years from the date on which our file is archived. At the end of that 6-year period those papers may be destroyed by us without reference to you. You should therefore make special arrangements with us for any documents that you would like us to retain for a longer period of time.

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We will retain all electronic data for at least 7 years after which we will take all reasonable steps to destroy such data unless we are satisfied that there is good reason for retaining it. This provision may change without reference to you if there are changes to the relevant legislative or regulatory requirement.

You may instruct us to retain data for periods longer than those specified above at any time.

We may make a charge for the recovery, production, copying, delivery or reading of any wills deeds or other papers and for dealing with any correspondence in respect of papers held in storage.

The copyright in all documents prepared by us and our publications and practice notes is and shall remain our property.

#### **40. Data protection**

Please see our Privacy Policy posted on our website at [www.keeratkalsacom](http://www.keeratkalsacom)

#### **41. Service quality/complaints**

##### **Internal complaints**

We are committed to providing a professional, efficient, and courteous service to all our clients. If you feel that we have failed to achieve an acceptable standard of service, or if you have concerns regarding an invoice, you should let us know. During the course of the case if there are any matters that concern you please contact Keerat Khalsa in order to have the matter resolved quickly. Keerat Khalsa will investigate the matter and a prompt response will be made to you.

Making a complaint will not affect how we handle your matter.

If you have a complaint about the service we have provided, you should in the first instance contact the person dealing with the matter so that they can try to resolve any issues for you. This is usually the person named in the engagement letter we sent to you at the start of your matter.

A copy of our formal complaints procedure is available on our website (<https://www.wilsonslp.com/complaints-procedure>) or upon request.

##### **The Legal Ombudsman**

You may be entitled to refer your concerns to the Legal Ombudsman if you are not satisfied with the outcome of our complaints procedure. The Legal Ombudsman is an independent complaints body established under the Legal Services Act 2007 which deals with legal services complaints.

The Legal Ombudsman may be contacted at PO Box 6167, Slough, SL1 0EH, on website [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk), by e-mail [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) and on telephone number 0300 555 0333.

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Before accepting a complaint for investigation, the Legal Ombudsman will check that you have first tried to resolve your complaint with us.

The Legal Ombudsman's time limits for accepting a complaint are within one year of the date of the act/omission or within one year from when the complainant should have known about the complaint. Where you have been provided with full information about your right to make a complaint to the Legal Ombudsman then you must make your complaint to the Ombudsman within six months from the end of our complaints process.

#### **Additional comments about complaints relating to our bills**

Finally if you are dissatisfied with any bill I submit, in addition to the complaints procedure mentioned above, you can apply to the court for an assessment of the bill under Part III of the Solicitors Act 1974.

#### **Reporting concerns to the Solicitors Regulation Authority ("SRA")**

Keerat Khalsa is regulated by the SRA under Registration number 337512 and is subject to the SRA Code of Conduct.

The SRA can help you if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic.

If you have any concerns you may raise them with the SRA at <http://www.sra.org.uk/consumers/problems/report-solicitor/>

#### **42. Severance of terms**

If all or any part of any individual provision of the retainer between us and you is or becomes illegal, invalid or unenforceable in any respect then the remainder of the terms of the retainer will remain valid and enforceable.

#### **43. Personal Data**

In order to comply with the requirements of the General Data Protection Regulations (GDPR) we have prepared a Privacy Notice, which provides our client with additional information regarding the way we collect, store and utilise your personal data. We will forward hard copy to you upon request.

#### **44. Freelance Solicitor/SRA Compensation Fund**

A freelance solicitor who only provides non-reserved legal activities will not need to have their practice as a freelance solicitor authorised, but will need to notify the SRA.

'Reserved legal activities' are defined by section 12 and Schedule 2 of the Legal Services Act 2007. Freelance solicitors are not required to hold professional indemnity insurance for non-reserved activities.

A freelance solicitor's clients will have access to the SRA Compensation Fund if the solicitor:

- is self-employed
- does not have any employees
- has their fees paid directly to them, and

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- meets the conditions in the SRA Compensation Fund Rules 2021

However, they will not be covered for civil liability losses, such as damages, judgments, and court orders to pay compensation for a contravention of any laws.

#### **45. Entire agreement**

These terms and our engagement letter(s) form the entire agreement between us and you as to the terms of our appointment by you, to the exclusion of all other correspondence and discussion.

#### **46. Governing law**

This agreement is governed by English Law and by accepting these terms you submit to the exclusive jurisdiction of the English Courts.

#### **47. Queries**

If you have any queries with regard to these Terms and Conditions please ensure that you raise them with the person responsible for the conduct of your matter (Keerat Khalsa).

#### **48. Prohibition of Assignment without Consent**

Your rights and obligation under the Retainer are personal to you and shall not be assigned or transferred by you except with our prior written consent.

You irrevocably agree that the Courts of England and Wales are to have exclusive jurisdiction to resolve any dispute that may arise out of or in connection with these Terms of Business and the Retainer and accordingly, that any suit, action or proceedings must be brought by you in such Courts.

Nothing contained in this paragraph shall limit our right to take proceedings against you in any other Court of competent jurisdiction. If any of the clauses contained within the Terms of Business should be found to be unenforceable or invalid by a Court, such findings shall not affect the validity of any other right or clause within the Terms of Business.

Any variation or change to the Terms of Business must be agreed in writing by us and you. The Terms of Business, CCL and all attachments represent the entire understanding of and constitutes the whole agreement in relation to the subject matter and supersedes any previous agreement between us and you with respect thereto to the maximum extent permitted by law.

The Terms of Business exclude any warranty, representation condition or other undertaking whether implied at law or by custom, usage or course of dealing. In the Terms of Business "we", "our" and "us" means Keerat Khalsa.

***In the event you do not return the signed confirmation of instructions but proceed to provide instruction it will be deemed that Keerat Khalsa is instructed and you accept the terms of business and CCL.***

The above is provided both for your own information and in compliance with our professional obligations. Accordingly, if you would like us to carry out the work for you, we will regard ourselves as acting for you when we receive your signed copy of the Instructions to Act form.



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***You will be deemed to have accepted the Terms and Conditions if following your receipt of this letter, you instruct us to undertake work on your behalf, whether you signed the Instructions to Act form.***

**49. Agreement**

As confirmation that you would like us to proceed on this basis, we should be grateful if you would sign the enclosed copy sheet and return it to us.

This is an important document; please keep it safe for future reference.

Signed: .....

Print Name: .....

*keeratkalsacom*

Keerat Khalsa  
**Solicitor**