

**Cross Border Law Limited (Company Number 10650826)
t/a Marc White & Co Solicitors and Notary Public**

Terms and Conditions of Business

Website: [Marc White & Co Solicitors](#)

1. Standard of service

We do our best to provide an all round high quality service. Our aim is to keep you informed of progress, to use plain language and explain clearly the work that is needed, as well as advising you regularly what the work is costing, about any risks involved and whether the result you are looking for is worth the cost to you.

2. What will it cost?

Our fees are based mainly on the time we spend dealing with a case. This includes meetings with you and perhaps others; any time spent travelling; considering, preparing and working on papers; correspondence (including letters and emails); and making and receiving phone calls.

Routine letters (including emails) that we write, and routine telephone calls that we make and receive will be charged as units of 1/10th of an hour. Other letters, emails and calls will be charged on the basis of the time actually spent.

In addition to the time spent, we may take into account a number of factors which include the complexity of the issue, the speed at which action must be taken, the expertise or specialist knowledge which the case requires and, if appropriate, the value of the property or subject matter involved. On the basis of the information currently available, we expect these factors to be adequately covered by the hourly rates set out above. But we may increase the hourly rates if, for example, the matter becomes more complex than expected; we will notify you of this.

Legal expenses other than solicitor's fees - these are known as disbursements and include, but are not limited to, payments we make to third parties on your behalf. We will notify you if any additional payments become necessary.

Extra costs - we will let you know if any unforeseen additional work becomes necessary (for example, due to unexpected difficulties or if your requirements or the circumstances significantly change during the course of the matter). If this happens we will let you know as early as possible about any extra charges and expenses incurred.

If, for any reason, this matter does not proceed to completion, we will charge you for work done and expenses incurred up to the point when we stop acting for you.

3. Payments on account

If we require a payment on account of costs the amount will be stated in our correspondence.

4. Billing arrangements

We will send a final bill after completion of the work. Payment is due to us within 28 days of our sending you a bill. If you have any query about your bill, you should contact us straight away.

5. Terminating your instructions

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

6. Terminating our service

We may decide to stop acting for you only with good reason, for example, if you do not pay an interim bill or comply with our request for a payment on account. We must give you reasonable notice before we stop acting for you.

If you or we decide that we will no longer act for you, you will still have to pay for the work we have done but we will not bill you for more than our most recent estimate and we are allowed to keep your papers until our bill is paid.

7. Timescale

It is impossible to confirm with total certainty the timescale of your case but will ensure to keep you informed every step of the way.

8. Investments

Sometimes work we do for clients which involves investments. We are able to provide a limited range of advice and arrangements, for which we are regulated by the Solicitors Regulation Authority. For more complicated matters we may refer you to someone who is authorised by the Financial services Authority, which we are not.

9. Insurance mediation

We are not authorised by the Financial Services Authority to carry out insurance mediation (which is broadly the advising on, selling and administration of insurance contracts).

10. Complaints

We aim to resolve all complaints before they escalate into disputes. Our process is as follows:

Your complaint will be acknowledged within 7 working days of receipt.

We will investigate and respond within a further 8 weeks. If more time is needed, we will inform you in advance with reasons and a new response date.

We will usually respond in writing and may suggest a meeting.

We will propose a resolution, which may include:

- a) A verbal or written apology
- b) A review of our policies and procedures
- c) An appropriate and proportionate financial settlement

If you remain dissatisfied after following this procedure, or after a period of six months from the date of your complaint, you may refer the matter to the Legal Ombudsman:

Legal Ombudsman, PO Box 6167, Slough, SL1 0EH

Tel: 0300 555 0333

11. Professional Indemnity Insurance

We are covered against civil liability for claims up to £3,000,000.

We accept no responsibility or liability for malicious, corrupted or fraudulent emails purportedly coming from this firm, and it is the client's responsibility to ensure that any emails coming from this firm are genuine and scanned for viruses before relying on anything contained within them.

12. Diversity and equality

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. Please let us know if you would like a copy of our equality and diversity policy.

13. Proof of identity

The law now requires solicitors, as well as banks, building societies and others, to obtain satisfactory evidence of the identity of their client. This is because solicitors who deal with money and property on behalf of their clients can be used by criminals wishing to launder money. In order to comply with the law on money laundering, we need to obtain evidence of your identity as soon as practicable before we start working for you.

14. Confidentiality

Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception: recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the Serious Organised Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure.

If, while we are acting for you, it becomes necessary to make a money laundering disclosure, we may not be able to inform you that a disclosure has been made or of the reasons for it. You should also be aware that we may have to make your file available to external assessors as part of an audit or quality check. If so, we will make sure that they do not make any other use of information in it.

15. Cash handling

Our firm's policy is only to accept cash from clients up to a limit of £500.

16. Interest on money we hold for you

If we hold money belonging to you we will account to you for a fair sum representing the interest you might have earned on it yourself, if that would be more than £20.

17. Storage of files

When the work we are doing for you in this case comes to an end, we will return any documents belonging to you and the rest of the file we have opened will be put into storage and kept for at least six years. After six years the file may be destroyed without further notice to you, unless in the meantime you have asked us not to.

18. Retrieval of stored files

We make no charge for retrieving stored files but if we have to spend time extracting information from a stored file or to take any action apart from actually retrieving the file from storage, then a charge may be made for that. We will also make a charge for copying any documents you ask us to send to you as we need to keep a complete record of the case ourselves.

19. Your agreement to these terms

By engaging our services, you acknowledge and agree to these Terms and Conditions.