

## **CLIENT CARE POLICY**

This is a statement of our Client Care Policy and applies to all matters and all offices dealing with cases other than litigation. Throughout these notes the phrases "this Company" "the firm" "we" or "PL" all refer to Pro-Leagle, a European Law Firm which is headquartered in Rennes, France. Pro-Leagle's solicitors are regulated in the UK by the SRA (Solicitors Regulatory Authority) and the firm itself is regulated by the Bar of Rennes, in France.

The phrase "disbursements" means payments we make on your behalf e.g. search fees, stamp duty and Land Registry fees.

### **1. COMMITMENT TO CLIENT CARE**

Pro-Leagle has implemented Client Care standards in all departments and fully supports the Law Society recommendations on client care. We set out our policy in the following notes which apply to all clients of PL on all legal matters at all offices. Any specific items (e.g. costs) will be set out in a separate client care letter for the particular transaction.

### **2. OUR AIMS**

Pro-Leagle, being an internet law firm, has the following aims:

- to report to you as the matter proceeds
- to return telephone calls from you within 24 hours (if possible)
- to deal with correspondence promptly
- to write letters to you in plain succinct English
- to give telephone appointments without any undue delay

### **3. QUALITY AUDIT**

The firm operates a system of regular quality audit when files of every fee earner will be picked at random by a reviewer to ensure that the file has been properly managed.

### **4. QUALITY CHECK AT CONCLUSION OF CASE**

There is in place a procedure whereby files cannot be placed in archive until certain items have been satisfied according to our computerised accounts package e.g. satisfaction of undertakings or clearance of any balances.

### **5. CLIENT CARE LETTERS (CCL) AND AGREEMENTS**

The firm supports the Law Society's directions on issuing Client Care Letters setting out our terms of acting and indicating, where possible, the fees for a particular transaction. These may be at a fixed price within a range of costs or based on a time rate charge. For collective enfranchisement and right to manage services where more than one flat-owner is involved, the leaseholder (where applicable) who makes the initial enquiry shall be sent the introductory letter and referred for further details to the Pro-Leagle

website. This individual shall pass the necessary information to those participating collectively in a leasehold service. In these cases, one signed Particulars and Agreement Form per participating flat shall cover all aspects of the matter, following instructions in writing, from the Eligibility Assessment to the conclusion (or otherwise, where instructions are terminated) of the case.

In an emergency, it may not be possible to send a Client Care Letter immediately but one will be sent as soon as possible.

## **6. PAYMENT OF COSTS OR DISBURSEMENTS ON ACCOUNT (i.e. "Up-front")**

It is normal practice for solicitors to ask clients to make payments on account of anticipated costs and disbursements. Where appropriate, your fee earner will let you know any payments required on account. It is helpful if you can meet requests promptly, but if there is any difficulty, please let us know as soon as possible. Unless otherwise agreed in writing, you will be personally responsible for payment of our fees, disbursements and VAT.

Directors of a Company which instructs us may be asked to be personally responsible for the payment of our accounts. In the event of any fees, disbursements or VAT (whether already incurred or to be incurred) not being paid, we reserve the right to decline to act any further in relation to any matter we are dealing with and to prepare a detailed account for all work carried out. If we are asked to give a solicitor's undertaking on your behalf, we are entitled to require a deposit of funds or other security from you before proceeding further.

## **7. INTERIM ACCOUNTS**

Interim accounts can be delivered for the work carried out every three months or less if it appears that the matter may not be concluded soon. This assists our cash flow and enables you to budget for costs. We are sure that you will understand that, in the event of a payment not being made, we reserve the right to decline to act any further and prepare a detailed account for all the work carried out to date.

## **8. PAYMENT OF BILLS**

On a sale – our costs VAT and disbursements will be deducted from the net proceeds of sale on completion (if sufficient). If not sufficient we will inform you before completion of the balance which you must pay before we complete the matter. We cannot pay any shortfall out of our own account.

On a purchase – our costs VAT and disbursements are payable before completion. We will inform you of the balance due and if not paid reserve the right to refuse to complete the matter as we cannot pay moneys which we do not have out of our client account.

On a sale and purchase together – we will inform you before completion if there is a balance due to us which will have to be paid, or a balance due to you which will be sent after completion.

On a re-mortgage – our costs VAT and disbursements will be deducted from any balance due to you on completion, but if there is a shortfall then we will require this to be paid before we complete the matter.



Transfer of Equity – we will inform you before completion if you are required to pay our costs, disbursements or any shortfall on moneys being paid to the other party, not covered by you already or by a re-mortgage.

On all other matters our invoice is to be paid within 30 days of being rendered to you.

If our charges are not paid within thirty days of the issue of the invoice you agree that we can charge interest on the outstanding sum at 4% above the base rate for the time being of our bankers, Cater Allen Private Bank, calculated from the date of issue of the invoice until the date of actual payment.

It is agreed and understood that, as your solicitors, we may receive monies delivered for you and credit these to you in our client account. VAT may be payable on our fees at the current rate and may be payable on some disbursements as well. Our policy is to keep clients regularly informed on the progress of their case. This includes information on costs and disbursements if it is likely that the original estimate will be exceeded. If your fee earner does not contact you and you wish to have any information, about your case please telephone the fee earner's secretary or assistant shown in the Client Care Letter or supervising partner.

## **10. RESPONSIBILITY FOR THE WORK**

The initial client care letter should state who will be responsible for the work and give details of that person's secretary and supervising partner (if there is one). If the fee earner changes (due to retirement or re-organisation of the office) it is our policy to notify the client as soon as possible and to take all steps to ensure a smooth transfer of files.

## **11. INTERNAL COMPLAINTS PROCEDURE**

Our policy is to offer all our clients an efficient and effective service but we recognise that none of us is perfect and so it is sometimes possible that a complaint may be made about the handling of a case. In accordance with Law Society guidelines we have in place a procedure for referring initial complaints to the supervising solicitor and then to the person nominated to handle complaints, Ms. C. Tuplin.

If you are unhappy on any aspects of our service, you should initially discuss this with your own fee earner, but if the matter cannot be resolved between you then you may refer the matter to any supervising partner mentioned in the initial client care letter. They will investigate the matter and implement our internal complaints procedure. A copy of this will be available to you on request, and they will notify you of their findings.

If you are dissatisfied with these findings, then you will be given further information on how:

- Complaints against individual solicitors can be referred to the Legal Ombudsman.
- Complaints against Pro-Leagle the Law Firm can be referred to the Rennes Bar.

## **12. LIEN**

It is agreed that we may retain any deeds and documents belonging to you until payment of all our costs and disbursements has been made and that we may apply money held on your behalf towards payment of outstanding bills.

## **13. STORAGE OF PAPERS AND DEEDS**

We will be happy to store any deeds files and other documents on your behalf in safe custody without any charge. These documents will be held to your order and may be inspected or taken away on giving notice to our office in France (Telephone 020 3397 1379) quoting the file number or deeds storage number which you should be given at the close of your case or when the documents are lodged

We keep our own files (except any papers which you ask to be returned, or which are stored permanently on your behalf as deeds, mentioned above) on the understanding that because of constrictions on space we will, in due course, have to destroy the file, for which we have your authority. Our present policy for the length of time for which a file is held is as follows:

Litigation (including crime)	6 years
Sale of a property	6 years
Purchase/ re-mortgage or the Grant of a Lease	6 years
Probate/ Trust	6 years
Other cases	6 years

We may make a charge for retrieving stored papers or deeds in response to continuing or new instructions to act for you. We may also have to make a charge based on the time we spend on reading papers, writing letters, or other work necessary to comply with your instructions about those documents or files.

## **14. INTEREST EARNED ON MONEYS HELD FOR YOU**

If we hold money in our Client Account on your behalf, interest will be due to you in accordance with the Rennes Bar rules from time to time which provide that, subject to certain minimum amounts and periods, interest is payable. You may obtain details of the current interest rates applicable from your fee earner or our Accounts Department at Pro-League's headquarters in France.

We may apply interest towards settlement of any bill delivered to you or hold it on account of work in progress.



## **15. TERMINATION OF ACTING**

You may terminate your instructions to us in writing at any time. For example, you may decide that you cannot give us clear or proper instructions on how to proceed, or you may not wish to instruct us any longer.

We are entitled to keep all your papers and documents whilst money is owing to us.

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

If you or we decide that we will stop acting for you, you will pay our costs to date, either on the hourly basis specified in the Particulars and Agreement Form, or a reasonable sum not exceeding the fixed estimate given in the client care letter.

The conditions imposed by Lenders on mortgage cases are so strong now that there are occasional cases where the instructions given by you and the Lender may conflict, or the Lenders may instruct us to do things which are contrary to your instructions, or are against your interests. In those circumstances a conflict of interest may arise, in which case we may not be able to act for you or the Lender. We will notify you the moment that such a conflict arises so that you can instruct another firm to act.

## **16. CONFIDENTIALITY**

Our aim is to give a high quality and efficient service. We may need to demonstrate our maintenance of standards to professional bodies (such as the Law Society and other professional organisations to which we belong). Unless you specifically notify us otherwise it is agreed between us that we have your authority to produce your file and other documents to the Law Society, our Insurers and any other regulatory body. We will give information for that purpose only as an exception to our obligation to confidentiality.

Lenders – if your property transaction involves a mortgage, we are controlled by very strict instructions issued by Lenders to report to them on matters relating to identity, purchase price, legal matters relating to the title and any facts which could affect the security. Most Lenders require us to produce the papers relating to these matters at any time before or after completion on demand. By instructing us you give us authority to reveal all necessary information, papers and files to your Lender, if required.

**BY INSTRUCTING US** on your property or other matter all the above terms and conditions will be incorporated into the client care letters which will be issued to you from time to time. Individual letters may not be necessary for each transaction, as there may be a regular course of dealings between us, but the terms and conditions set out in this statement will apply to each transaction.