

# TERMS AND CONDITIONS

## DEFINITIONS

**We, us or Lorrells** means Lorrells Solicitors

**You or the Claimant** means the company, or the person entered in section A of the Application Form

**CFA** means Conditional fee Agreement

**DCFA** means a discounted CFA where we charge a percentage of our fee as the case progress and the balance is due only if you win your case (in which case they are recoverable from the Defendant)..

**Fixed Fee** means an offer to act for you for a fixed fee where any additional fees are due only if we win your case (in which case they are recoverable from the Defendant).

**Evaluation fee** means a fee we may ask you to pay before we consider your case

**Withdrawal fee** means a fee we may charge you in accordance with paragraph 20 below.

**LPP** means Legal professional Privilege

**Fee Paying Arrangement** an offer to act for you other than under a CFA including but without limitation DCFA, Fixed fees or a normal retainer.

By submitting your application to us the following terms and conditions apply:

## TERMS

### **Our Obligations**

- 1) We do not accept any obligation whatsoever to advise you in connection with your potential claim save as set out in paragraph 8 below.
- 2) In particular we do not accept any liability whatsoever if the limitation period expires after you submit your application form but before you accept any offer made by us pursuant to these terms and conditions.
- 3) The details of your claim are submitted to us for us to consider acting for you under a CFA or Fee paying Arrangement. We reserve the right, absolutely at our discretion to:
  - a) Decline to act for you;
  - b) To offer terms upon which we are willing to act for you;
  - c) Request further information and or documentation in order to assist us in considering your claim.
  - d) Ask you to attend a meeting to discuss your case further.
- 4) If we decline to act for you we will not give reasons for our decision unless you have paid pay an evaluation fee.
- 5) If your claim is of a high value or is unusually complex we reserve the right to charge an evaluation fee to consider your claim. If we decide that your case is of high value or unusually complex then we will write to you:
  - a) Explaining why we feel an evaluation fee is payable; and
  - b) The amount of the evaluation fee.
- 6) You will then have the right to:
  - a) Ask us not to consider your case further; or
  - b) Pay the evaluation fee.
- 7) If you pay the evaluation fee we will consider your application form, and Within 4 weeks of receiving full payment of the fee we will write to you advising you that we either

- a) Decline to act for you under a CFA; or
  - b) offer terms upon which we are willing to act for you; or
  - c) Request further information and or documentation in order to assist us in considering your claim; or
  - d) Ask you to attend a meeting to discuss your case further.
- 8) If you pay an evaluation fee we will in any event advise you of the reasons for our decision and, in our opinion, the merits of you claim succeeding. You will receive a full reasoned advice from Lorrells or counsel.
  - 9) We will not carry out any work until the evaluation fee paid in full

### **Application form and Documents and Papers**

- 10) You should not send to us any original documents and or paperwork you should only send copies. If we need to see an original document we will ask you and only then will we be responsible for its return.
- 11) If we decline to act we will securely destroy any documents submitted with your application. We may retain an electronic copy if we wish. If we do retain your application and any documents either in hard copy or in electronic form they will remain protected by Legal Professional Privilege and the Data Protection Act.

### **Your obligations**

- 12) Not to mislead us in any material way in your application form.
- 13) If we discover after requesting further in formation or after you have attended a meeting that you have misled us in any material way in your application form we reserve the right to charge you for all work undertaken on your application form at the rate of £250 per hour plus VAT. Our fee will be payable within 7 days from the date of invoice.

### **Legal Professional Privilege**

- 14) Your application, instructions, information and documentation submitted to us for our consideration is protected by Legal Professional Privilege and accordingly we will not discuss or disclose and information whatsoever with any other party unless you instruct us to do so.
- 15) Our advice to you is protected by Legal Professional Privilege and accordingly we will not discuss or disclose our advice with any other party other than in accordance with your instructions.
- 16) You may waive LPP at your discretion

### **Withdrawal of your Application**

- 17) If you withdraw your application after we have undertaken work we may at our absolute discretion charge you a Withdrawal fee.
- 18) If we offer to act for you under a CFA and you decide not to instruct us then we may at our absolute discretion charge you a Withdrawal fee. This section does not apply if we only offer to act for you on a Fee Paying Arrangement.
- 19) Withdrawal fees shall be calculated by the number of hours or part hours worked at the relevant fee earners hourly rate as follows:-
  - a) Partner £350 per hour;
  - b) Assistant Solicitor £250 per hour;
  - c) Legal Assistant £150 per hour.

### **Counsel**

- 20) We reserve the right to submit you case to Counsel for their advice.