GARTH COATES
SOLICITORS

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Terms of Business

March 2020. Updated November 2026: the firm is now a limited company; contact details and professional indemnity cover.

Garth Coates Solicitors is the trading name of Garth Coates Solicitors Limited, a limited company registered in England and Wales (Company Number: 07936562), with its registered office at Bloomsbury House, 29B Montague Street, London WC1B 5BW. Garth Coates Solicitors Limited is authorised and regulated by the Solicitors Regulation Authority (SRA No. 838255). In these terms, “we”, “us”, “our” and “the firm” mean Garth Coates Solicitors Limited. We use the title Partner to refer to a director of Garth Coates Solicitors Limited, or an employee with equivalent standing and qualifications; it does not mean that the firm is a partnership.

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1. Hours of business

1.1 Our offices are open between 9:30am and 5:00pm, Monday to Friday.

1.2 Fee Earners often work longer hours and appointments can be requested to be arranged outside of these times, when it is essential.

1.3 Messages can be left on the answerphone outside these hours.

2. Our services & responsibility for the work

2.1 The Principal Partner: Mr. Garth Coates, also named in the Client Care Letter as the "Supervising Partner" will be the Partner primarily responsible for the provision of our services.

2.2 The Principal Partner retains complete discretion to deploy any of our Lawyers, Trainee Lawyers, Paralegals, Senior Caseworkers, Caseworkers, Legal Assistants and other Support Staff that he deems necessary and desirable to ensure appropriate delivery of the Services.

2.3 A Fee Earner will deal with the day-to-day conduct of your matter and may be assisted by either Lawyers, Caseworkers, Legal Assistants or other Support Staff.

2.4 Wherever possible, we avoid changing the team members who handle clients' work; however if a change becomes unavoidable we will let you know as soon as possible and the reason for any such change.

2.5 We aim to offer a first-class and professional service. However, if there is any aspect of our service that causes you concern and which cannot be resolved by your Fee Earner, we would ask that you raise the matter with our complaints handling Partner, Mr. Garth Coates. Our full Complaints Procedure can be obtained from our website at www.garthcoates.com/about-us/complaints. Should you request a copy, we can forward our standard complaints handling procedure to you.

2.6 We can only advise on matters falling within the remit of the Laws of England and Wales. Should you require advice on the Laws of other jurisdictions, we will, with your agreement, source and instruct Lawyers practicing in the designated legal jurisdiction to provide the necessary advice.

2.7 You acknowledge that you will provide us with the authority to act for you to the fullest extent necessary or desirable to facilitate in the provision of our Services, as you Instruct. In particular, with your prior consent, we may engage with Barristers and other third parties, where additional expenses may be incurred in relation to the Services in question.

3. Our fees and other charges

3.1 There are several different options which may be available to assist you in funding your matter. These options include instructions on:

(i) A Fixed-Fee basis
(ii) A "no win, no fee" basis
(iii) A regular monthly retainer (in certain matters)

3.2 If you have the benefit of legal expenses insurance cover, for example under a home insurance policy, we can assist you in submitting your claim. You may also be eligible for public funding; however in this case we would have to refer you elsewhere as we are unable to undertake work on a publicly funded basis.

3.3 We will normally charge on a Fixed Fee basis, after assessing and evaluating the number of hours of work required to adequately deal with your case. Please refer to the Section on Transparency of Fees, located within our website. We can forward our Standard Fee Structure should you request a copy.

3.4 We may charge for our time on an hourly basis, the hourly rate shall depend on the level of experience of the person undertaking the work. Your Lawyer's hourly rate will have been notified to you separately in writing and is effective until the end of the year, when it will be reviewed. You may not be notified of an hourly rate if a basis for charging other than Fixed Fee has been agreed in advance.

3.5 For fees agreed on a monthly retainer basis, we will issue you with an invoice every 28 days. Routine letters and emails written, and routine telephone calls are assumed for this purpose to occupy 1/10th of an hour. Other letters, emails and telephone calls will be charged on a time spent basis.

3.6 If requested, we can agree on an upper limit on costs and disbursements. We reserve the right to cease working on your matter should we reach the upper limit of your matter as agreed. We will not increase the upper limit without your clear instructions.

3.7 You may have received an estimate of costs. Estimates of legal fees vary and are subject to several variables. We will advise you in advance if we are likely to exceed the proposed estimate.

3.8 In order to facilitate your matter, we may need to incur disbursements (that is, expenses or fees payable to other third parties) whilst undertaking the work associated with your matter. Such disbursements are likely to include Court fees, Home Office fees, photocopying and scanning charges, courier costs, travel expenses, overseas telephone calls, translation costs, facsimile charges and the costs of using the services of other professionals and other persons, such as Barristers, Experts, Consultants and Agents.

3.9 VAT is normally payable on these items. Wherever possible we will give you prior notice before any disbursements of significant amount are incurred. We will then seek from you reimbursement for these expenses at the cost incurred, save for telegraphic transfers where the fee charged will include a handling fee in addition to the necessary bank charges.

3.10 All of our fees and many of the disbursements we may incur on your behalf, are subject to VAT. VAT will therefore be added at the prevailing rate.

3.11 If funds are transferred by telegraphic transfer; an additional fee will be charged for this service; this fee will cover the charge made by our bank to affect the telegraphic transfer and our profit costs.

4. Paying fees in advance

4.1 Depending on the agreed fee retainer, we may request for payment on account.

4.2 In these matters, you will be asked to provide a payment of costs on account. Once these funds have been depleted and if the matter is ongoing, we will need to ask for such further payments on account as we deem necessary. We will communicate with you as much as possible on this matter to provide you with notice to budget your costs appropriately as the matter progresses. Please contact us immediately if you believe that you are/will be encountering issues with providing payment on account. We will aim to discuss this with you and arrive at a suitable solution.

4.3 For the avoidance of doubt, the main commercial intention for making these fee retainer arrangements with you is to avoid any misunderstandings or differences in expectations as to costs. Making a payment on account will not affect any statutory right you have to challenge the amount of a bill, once it is finally drawn up.

4.4 For the avoidance of doubt, a request for payment on account is in no way an estimate of (or a cap on) any fees, other costs or VAT.

4.5 The firm deposits payments on account with a reputable bank. If the firm's bank should become bankrupt or otherwise impede our access to your deposited funds, we will not be liable to you or any third party for any consequential loss.

4.6 Unless we agree to a Fixed-Fee arrangement, our bill will cover the work we have carried out to just prior to the date of the bill, the costs and disbursements we have incurred on your

behalf and appropriate VAT. We may also include disbursements that we have needed to incur for you.

4.7 Prompt payment of bills is very important to enable us to continue to invest in the quality of our service to you. Payment of our bills is due within 14 days of the date of the bill, except in that we reserve the right to require payment in a shorter period in some circumstances.

4.8 There are a variety of ways of making payment. We would prefer not to be paid in cash. We should be paid by cheque or a direct bank transfer into the bank account details provided by us. Please contact us for our account details should you wish to make a direct payment. We kindly request that when performing payment, you ensure to provide your name or the name of your Company in the payment reference section of the transaction.

4.9 We may also ask for payment to be made in advance of the anticipated fees or disbursements, or both. This is normal practice and the money you pay is held and offset against the fees and disbursements which are incurred as we carry out the relevant work for you. If the bills of costs to be settled by the end of the matter amounts to less than any payments on account, we will reimburse you the difference without delay.

4.10 We need to reserve the right to terminate your matter if any bill remains unpaid for one month after it is forwarded to you, or if any of our requests for advance payment are not met within 14 days of being communicated. Please note that we will also be entitled to charge interest on any bill or proportion thereof left unpaid after one month, at the higher of 4% over HSBC Bank's base rate or at the rate payable under the Late Payment of Commercial Debts (Interest) Act 1998.

4.11 Should Invoices remain unpaid at the end of the Credit period, we reserve the right to suspend or terminate the provision for all or any Instructed Services and to invoice you for any outstanding accrued fees and expenses/disbursements.

4.12 As a contractual right and in addition to any right to retain money, documents and property allowed under the general law (lien) may be retained, until your outstanding fees have been settled.

5. Confidentiality & privacy policy

5.1 We are bound to keep your matter completely confidential and not to discuss it with any person outside this firm other than the other parties to the transaction. The only exceptions are that you may ask us to disclose information to other parties, or we may be required by law to disclose it.

5.2 Given that fax and email are now the predominant means of communication in business, you must accept that transmissions via these means are not an entirely confidential method of communication. If we transmit to you by any of these means, you will remain responsible for ensuring that the necessary safeguards are in place at the receiving end to maintain the confidentiality of the transmission.

5.3 We will process your personal data in accordance with General Data Protection Regulation and our privacy policy can be found here: www.garthcoates.com/about-us/privacy-notice.

6. Storage of the file and documents

6.1 Following the conclusion of a matter we may at our absolute discretion retain files for such period as we deem appropriate. In such cases your file may be sent to secure off-site storage. In the event that you require recovery of the file from storage we will need to charge you an administration fee for retrieval of the physical file, currently set at £50 + VAT (£60.00). Unless the matter is very urgent, we will ask you to pay this sum before we obtain the file for you. If

the reason for retrieving the file is in connection with new or continuing Instructions to us, there will be no charge.

6.2 Files which remain in storage for longer than 6 years are likely to be destroyed.

7. Termination

7.1 Our relationship is based on mutual trust and confidence. Should this come to an end, provided our professional obligations allow us to do so, we may think it best if we stop acting for you. You may also terminate your Instructions to us, by notice in writing, at any time. If you do so, you will need to make appropriate arrangements for the matter to be continued, either by yourself or by another firm of solicitors. However, we may have to exercise our general legal right to retain the papers we hold on your behalf until any outstanding fees, disbursements and VAT have been paid in full.

7.2 It is possible that we will wish to stop acting for you, for example if you fail to pay our fees and other charges, or if we are unable to obtain Instructions or documents necessary for your case from you, or we may have to stop doing so for professional reasons. An example of this might be where a conflict of interest arises between two persons for whom we are acting on a matter. We will give you as much warning as we can of any decision to stop acting for you.

8. Equality & diversity

8.1 We are committed to promoting equality and diversity in all our dealings with clients, third parties and amongst our staff. To this end the firm maintains an equality and diversity policy, a copy of which we can supply to you upon request.

8.2 Our solicitors and staff are strictly prohibited from discriminating, victimising or harassing, without lawful cause, in all their dealings whether with each other, other solicitors, barristers, clients or third parties.

9. Money laundering & Proceeds of Crime Act

9.1 In order to comply with the law on money laundering, we usually need to obtain evidence of your identity before we can act for you. We would be grateful therefore if you would provide us with sight of your passport or driving license if you have not already done so. If this is not convenient, we are able to carry out an online verification. We are entitled to charge for our time in connection with these checks.

9.2 We are under a professional and legal obligation to keep your affairs confidential. However, this is subject to the statutory obligation, in circumstances where we know or suspect that a transaction made on behalf of a client involves money laundering, to make a money laundering disclosure. If this happens, we may not be able to inform you that a disclosure has been made or the reasons for it.

9.3 As a rule, it is the policy of this firm not to accept cash from clients. If you wish to make a cash deposit this will need to be cleared in advance by the firm's Money Laundering Reporting Officer.

9.4 Under the provisions of the Proceeds of Crime Act 2002 ("POCA"), we may be required to make a report to the relevant authorities if at any time we become aware of or suspect (whether from you or any other person) the existence of the proceeds of crime in relation to any Services on which we are engaged. Our obligation to make such a report will, in certain circumstances, override our duty of solicitor/client confidentiality and we may not be permitted to inform you whether or not we have made, or might intend to make, such a report.

9.5 We may terminate the provision of any Services to you, or be instructed to do so by the relevant authorities, if you fail to comply with your obligation to provide evidence of identity or we suspect that you or any other party connected with you or with the Matter is involved in activities proscribed by POCA.

10. Financial services

10.1 The firm is not Financial Conduct Authority (the “FCA”) regulated.

10.2 If during our acting on your behalf you need advice on investments, we may refer you to someone who is authorised by the FCA. However, as we are regulated by the Solicitors Regulation Authority ("the SRA"), we may be able to provide certain limited investment services where these are closely linked to the legal work, we are performing for you.

10.3 If you have any problem with the level of service that we have provided for you, please let us know. Our full Complaints Procedure Policy is located on our website. We will try to resolve any problem quickly and operate an internal complaints handling system as outlined within our Policy. If, for any reason this does not resolve the matter, we duly inform that we are regulated by the SRA and that you are free to utilise the complaints and redress mechanisms are provided by the SRA and the Legal Ombudsman.

10.4 The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The SRA is the independent regulatory body of the Law Society, and the Legal Ombudsman is the independent complaints-handling body set up by the Office for Legal Complaints under the Legal Services Act 2007.

11. Limitation of liability

11.1 This firm maintains professional indemnity insurance, which provides cover of up to £3 million for our clients.

11.2 Our liability to you for any one claim is limited to £3 million, which is the minimum level of professional indemnity cover the Solicitors Regulation Authority requires a limited company such as ours to hold. We will not accept liability for any claim, or part of a claim, above that amount. Details of our insurer and the territorial coverage of the policy are available on request.

12. Contentious matters

12.1 If we are acting for you in connection with certain types of litigation and you are successful in bringing or defending a claim you may be able to recover some of our costs from your opponent. It is rare for such recovery to exceed 80% of the costs in question. In Employment Tribunal disputes and in matters where the other party is publicly funded, no costs will be recovered save in exceptional circumstances.

12.2 Similarly, if you are unsuccessful you should be prepared for the possibility that you may be ordered to pay your opponent's costs in full.

12.3 You will remain responsible for discharging our costs in full, regardless of the extent to which costs may be recoverable from or payable to your opponent.

12.4 If a court decides that you have rejected a reasonable offer for settlement, or that you rejected alternative dispute resolution procedures and outcomes, this may adversely affect your position in relation to any decisions on costs.

12.5 If your opponent does not comply with an Order to pay you damages or costs, there are likely to be additional enforcement costs. You should always be aware of the risk that your opponent may be impecunious, in which case you will have difficulty recovering any sums due from them.

13. Your responsibilities

13.1 You will (so far as you are practicably able to do so) provide us with timely Instructions, information and materials necessary or desirable for us to perform the Services for you.

13.2 You will notify us promptly of any changes or additions to the Instructions, information and materials previously provided by you or on your behalf; and ensure that all information provided to us is complete in all material respects and not misleading.

13.3 You will be required to complete, sign and return a Letter of Authority.

14. Limited companies

14.1 When accepting to act on behalf of a limited company, we may require a Director and/or majority Shareholder to sign a form of personal guarantee in respect of our fees and expenses.

14.2 An authorised personnel of the Company will complete, sign and return a Letter of Authority.

15. Commission

15.1 Should we receive commission from a third party arising from work we are performing, we will credit you with the commission unless you have agreed otherwise, or the amount is less than £20.00 (twenty pounds sterling) (excluding VAT).

16. Third party payments

16.1 In some circumstances, you may have a right of recovery or indemnity against a third party in respect of all or part of our Invoices.

17. Conflict of interest

17.1 Paragraphs 6.1-6.2 of the Solicitor's Code of Conduct sets out the provision for Conflicts of Interest:

> *"You do not act if there is an own interest conflict or a significant risk of such of conflict.*
>
> *You do not act in relation to a matter or particular aspect of it if you have a conflict of interest or a significant risk of such a conflict in relation to that matter or aspect of it, unless:*
>
> *the clients have a substantially common interest in relation to the matter or the aspect of it, as appropriate; or*
>
> *the clients are competing for the same objective,*
>
> *and the conditions below are met, namely that:*
>
> *all the clients have given informed consent, given or evidenced in writing, to you acting;*
>
> *where appropriate, you put in place effective safeguards to protect your clients' confidential information; and you are satisfied it is reasonable for you to act for all the clients."*

17.2 We may decline to act for you where accepting your Instructions would create a Conflict of Interest or cause us to breach an existing agreement with a third party.

18. Intellectual property & copyright

18.1 We retain Intellectual Property and Copyrights in all documents and other works we originate and generate for you in providing the Services (including know-how and working materials as well as final documents).

19. Exclusion

19.1 We shall not be liable for: any loss, damage, cost or expense arising from any breach by you of your agreement with us or any act or omission of any other person; or any advice or document subject to the laws of a jurisdiction outside England and Wales; or any advice or opinion given to you by any third party (whether or not nominated or recommended by us).

20. Loss of profit

20.1 We shall not be liable for any indirect loss or damage or any loss of profit, income, production or accruals arising in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to our negligence or non-performance).

21. Exceptions

21.1 Nothing in this agreement exempts us from liability arising from our fraud or reckless disregard of our professional obligations; or from our negligence resulting in death or personal injury; or where, in the case of a contentious business agreement, law or regulation prohibits the exclusion of such liability.

22. Severability

22.1 Each of these terms shall be severable and distinct from the others and if any term is held to be illegal, invalid or unenforceable, in whole or in part, the remaining terms shall not be affected.

24th March 2020. Contact details updated November 2026.