

AMS SOLICITORS - IMMIGRATION DEPARTMENT

TERMS & CONDITIONS OF BUSINESS

1. People responsible for your work.

Your case will be handled by one lawyer at our office. A Solicitor will carry out most of the work in this matter. If for any reason the Solicitor is unavailable you can leave a message or if you dial reception another member of staff will be available to assist

We try hard to avoid changing the people who are handling your work but, if this cannot be avoided, we will notify you promptly who will be handling your matter and why the change was necessary.

The Director at this firm with final responsibility for work done in the Immigration Department is Mr A Suleman.

2. Special Needs

If you have any special needs, of any kind, but especially in respect of communicating with us, then please tell us at once. Such special needs may include hearing difficulties, visual impairment, or some other physical disability, learning difficulties, language barriers or other cross-cultural issues. Once we know about the issue, we can work together to overcome it. If there is ever anything that you do not understand, then please get in touch with the person handling your case and tell us and we will help you.

If your first language is not English or if you have difficulty understanding or reading English please let us know immediately so that we can make arrangements to accommodate you and assist your understanding of the process, and the documentation we send to you.

3. Your duties

- a. You must be honest with us.
- b. You must tell us anything that may affect our advice. If in any doubt, tell us about it and we can decide with you if the issue is relevant to the case or not.
- c. You must co-operate with us.
- d. You must not ask us to act improperly or unreasonably.
- e. You must attend expert's meetings, meet us or a barrister for interviews and attend court if necessary.

It is vital that we can contact you at all times until the case is finished, so please inform us in writing of any change of address or telephone number and if you wish to be contacted by email we need your current email address at all times.

You must keep all relevant documents and provide them to us, even if they may adversely affect your case. It is possible that a court will order you to hand them over to prove your case and your case can be damaged if documents have become lost.

You must give us your instructions promptly.

If you receive any documents (including court papers) relating to the case you should send these to us immediately.

4. Timescales

Timescales vary from case to case depending upon the type of application and the complexity of the circumstances. Immigration matters usually take between 4 to 8 weeks to conclude, dependent on the nature of any work that we may need to do on your behalf. This time may also vary depending on any additional work that may need to be carried out, or alternatively dependent on any delay on your behalf for providing the documents required.

5. Charges and expenses

Traditionally, our charges are based on the time we spend in dealing with a case. Time spent on your affairs will include meetings with you and perhaps others; any time spent travelling; considering, preparing and working on papers; correspondence; making and receiving telephone calls and attending Court. Our current hourly rates are as follows: -

Grade A Solicitor or Chartered Legal Executive (8 years relevant post qualification experience)	£245.00
Grade B Solicitor or Chartered Legal Executive (4 years relevant post qualification experience)	£215.00
Grade C (other solicitor, Chartered Legal executive or fee earner of equivalent experience)	£178.00
Grade D (Trainee solicitors, paralegals, & other fee earners)	£135.00

Each January we review our hourly rate(s) to take account of changes in our overhead costs and notify you in writing of any increased rate.

However, different fee arrangements are available; in particular in certain circumstances we are able to an agreed fix arrangement for immigration work. Details of the types of work undertaken on a fixed fee basis and the range of possible fees payable in case can be found on our website (<https://www.amssolicitors.co.uk/immigration-fees>)

We will add VAT to our charges at the rate that applies when the work is done.

Disbursements are the expenses which may be paid out in furtherance of your claim during the currency of the matter; they will not arise in every case. Examples of disbursements which may be incurred dependant on the instruction are:

Appeal fee on submission to tribunal:	£140.00
Barrister's fees:	£400.00 - £800.00

Storage of papers and documents

We store files for six years after the end of your case, at no charge to you.

The files will then be destroyed and we shall take it that we have your permission to do this unless you tell us otherwise in writing.

We also reserve the right to make a charge for storage, if we ask you to collect the file and you fail to do so.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not charge for such retrieval. However, we reserve the right to levy an administration charge based on time spent for producing stored papers or documents to you or another at your request.

We may also charge for reading, correspondence or other work necessary to comply with your instructions.

We may, in our discretion, make an electronic copy of any document we receive and destroy the paper original document six months after the paper original document was received. If you subsequently ask us for a document, after the six months has expired, then we shall only be obliged to provide you with a copy of the document held in electronic form and not the original paper document. If any particular document is sent to us that you wish us to retain as an original and not destroy it, then you must tell us in advance and again at the time the document is received. If you do not tell us, then we shall hold the document in electronic form only after the expiry of six months.

Money Laundering Regulations / The Proceeds of Crime Act 2002

In accordance with the requirements of the Data Protection Act and the Money Laundering Regulations, we confirm:

- AMS Solicitors Ltd is the data controller;
- Mr Abdurahman Suleman is the nominated representative / data protection officer; and

We will only process any documentation or personal data received from you in respect of client due diligence for the purposes of preventing money laundering and terrorist financing unless (a) use of that data is permitted by or under any enactment or (b) you give your express consent for the documentation or personal data to be used for other forms of processing.

We are required to comply with the Money Laundering Regulations and in particular to verify the identity and permanent address of all new Clients. This is to ensure that the policy adopted worldwide by Financial and Government Authorities to prevent the use of laundering systems to disguise the proceeds of crime is achieved.

Individual Clients:

If you are a new client or an existing client who has not previously supplied information, you are requested to supply the following; one item from List A

and one item from List B. We may ask for these documents to be certified if necessary.

LIST A – Proof of Identity

1. Current fully signed Passport
2. Current full UK Photocard Driving Licence.

LIST B – Address Verification

1. A bill for the supply of electricity, gas, water or telephone services (provided it is fewer than three (3) months old). Mobile phone bills are not acceptable.
2. Television Licence renewal notice.
3. Council Tax bill (provided it is fewer than three (3) months old).
4. Recent Tax Coding Notice.
5. Recent Mortgage Statement.
6. Credit Card/Bank Statement (provided it is fewer than three (3) months old) showing current address.

We may ask for these documents to be certified if necessary.

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.

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.

The anti-money laundering guidance which UK banks and other finance services firms must adhere to is issued by the Joint Money Laundering Steering Group ("JMLSG"). The JMLSG considers all clients with funds deposited in a law firm's pooled client account to be beneficial owners of that account. The JMLSG does not require banks to routinely identify the beneficial owners of law firm's pooled accounts, as they do with most other

accounts they issue. Pooled client accounts are granted this exemption on the proviso that this information is available upon request. In the event of our bank requesting information about the beneficial owners of our pooled client account, you agree to us disclosing your details to them in fulfilment of a legal obligation imposed on us for processing your personal data in this way.

12. Card Payments

We have the facility to accept payments from you by Debit, or Credit card if you prefer. We do not make a charge for payments made in this way, but we do impose a maximum limit of £2,500 on card use, unless prior agreement has been made with us

13. Confidentiality

Solicitors are under a professional and legal obligation to keep the affairs of the client confidential.

However, 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.

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.

14. Acceptance of cash / cheque processing / Telegraphic Money Transfers / Interest on money that we hold

Our firm's policy is not to accept more than £500.00 in cash from clients.

Often, you will incur expenses such as hire, treatment fees, repair costs or the like.

When a case is concluded, sometimes the cheque is payable to us and sometimes it is payable to you. If it is payable to you, then we can make payment more quickly to you if we encash the cheque into our client account.

We have your permission to endorse the cheque into our name. We will then pay these fees due to the creditor, direct, on your behalf. You have no objection to our doing so.

If you ever change your mind, please write and tell us.

Where we transfer money by telegraphic transfer at your request we will ask you to pay £27.00 for our fees, plus a bank fee of £8.00, and VAT at the current rate.

Any money that we receive on your behalf will be held in our client account. Interest will be calculated and paid to you at the rate set by Barclays Bank. Of course, that may change. The period for which interest will be paid normally runs from the date(s) that we have cleared funds in our client account until the date(s) on the cheque issued to you.

The payment of interest on the client money held is governed by Solicitors Regulation Authority Accounts Rules 2011. The policy of the firm is to pay interest on all client balances held providing that we only pay interest if the amount due on balance held is £20 or more.

15. Payment of Interest

Where clients' money is held by the firm for any period of time in an interest bearing account, subject to the Solicitors Act 1974 as amended by the Legal Services Act 2007 and in accordance with the SRA Accounts Rules 2011 we are allowed to retain interest earned, subject to a duty to account to you the client in certain defined circumstances.

Where it is considered fair and reasonable to do so in all the circumstances and at the absolute discretion of the principle where: -

- a. the interest earned does not exceed **£20.00**;
- b. the amount we hold on your behalf does not exceed the amount shown in the left hand column below for a time not exceeding the period indicated in the right hand column:

<u>Amount</u>	<u>Time</u>
£1,000.00	8 weeks
£2,000.00	4 weeks
£10,000.00	2 weeks
£20,000.00	1 week

The firm will account to you the client a sum of not less than 75% of the net interest accrued over the period after the deduction of any taxes.

This statement of general policy is subject to variation by agreement at the outset of the retainer in individual cases.

In case were money is deposited for longer periods and is held in a separate designated client account interest accrued will be passed to you the client without deduction.

16. Termination

Either you or we may terminate the provision of all or any of the relevant Services at any time by giving written notice to the other. We will not do this without good and substantial reason, such as:-

- a. the threat or risk of violence, injury or other danger to the physical, psychological or moral well-being of any of our personnel; or

- b. the discovery or creation of a Conflict of Interest; or
- c. your requesting us to break the law or any professional requirement; or
- d. the relationship of trust and confidence necessary between solicitor and client ceasing to exist between us; or
- e. your failure to pay to us any amount due, or money on account requested; or
- f. your insolvency; or
- g. your failure to give us adequate instructions; or
- h. our being forbidden to act by the National Crime Agency; or
- i. our reasonable belief that our continuing to represent you may cause damage to the professional or personal reputation of our firm or any of its personnel; or
- j. any other breach by you of these terms.

20(a) Rights on Early Termination

On early termination, by either you or us, you will remain liable to pay all fees and expenses incurred before termination and due under our contract or due on the basis of the time spent at our usual hourly rates, whichever is the less, together with any further fees and expenses for work necessary to transfer our files to another adviser of your choice. All our rights set out in these terms shall continue to apply even if we terminate the agreement.

17. Communication between you and us

We are confident of providing a high quality service in all respects. If, however, you have any queries or concerns about our work for you, please raise them with the conducting solicitor. All Solicitors must attempt to resolve problems that may arise with their services. It is therefore important that you immediately raise any concerns you may have with us. We value you and would not wish to think you have reason to be unhappy with us.

18. Complaints

We are committed to high quality legal advice and client care. If you are unhappy about any aspect of the legal service you have received, or about the bill, please contact Abdurahman Suleman by letter, email or telephone.

At any time, or if you are not satisfied with our handling of your complaint, you can ask for a copy of our complaints procedure. If you are dissatisfied with the handling of your complaint, you can, under that procedure, raise the matter with us formally by contacting our Client Care Partner, Mr A. Suleman in writing at: AMS Solicitors, Wentworth Building, 1B Fairways Office Park, Pittman Way, Fulwood, Preston, PR2 9LF, or by e-mail to ars@amssolicitors.co.uk.

If for any reason we are unable to resolve the problem between us, then you may take your complaint to the Legal Ombudsman. The Office for Legal Complaints, which is accountable to Parliament through the Lord Chancellor and is sponsored by the Ministry of Justice, operates a complaints and redress scheme via the Legal Ombudsman (LeO).

The LeO is an independent complaints handling body and is not part of the solicitors 'profession and operates independently.

Normally, you will have to bring your complaint to the Legal Ombudsman within 6 months of receiving a final response from us about your complaint and 6 years from the date of the act or omission giving rise to the complaint or alternatively 3 years from the date you should reasonably have known there are grounds for complaint (if the act/omission took place before 6 October 2010 or was more than 6 years ago).

Contact details:

The address of the Legal Ombudsman is: PO Box 6806, Wolverhampton, WV1 9WJ; telephone, 0300 555 0333; or view their website at www.legalombudsman.org.uk, email enquiries to: enquiries@legalombudsman.org.uk

The LeO will only consider complaints made by members of the public, very small businesses, charities, clubs and trusts. If you are unclear as to your status and whether you have the right to make a complaint to the LeO, you should contact the Ombudsman direct to clarify whether or not you are entitled to do so. The contact details are above.

For the avoidance of doubt, your complaint can include a complaint about our firm's bill. You may, depending on the type of case you have with us, have a right to object to the bill by applying to the Court for an assessment of the bill under Part III of the Solicitors Act 1974. You should note that if all or part of a bill remains unpaid, we are entitled to charge you interest. Interest will accrue on all debts over 7 days until the time they are paid at the rate of 8% above the Bank of England's Base Rate. Any debts that have to be chased will incur a handling charge of £50 plus VAT.

Equality and diversity

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

Data Protection

You have a series of rights outlined under Data Protection legislation over how your personal data is used, including erasure in specific circumstances. However, we may not always be able to agree with the exercise of such rights, as often your personal data remains necessary in relation to the purpose for which it was originally collected and processed. Further information is available in our Privacy Policy, a copy of which accompanies these Terms of Business, is available on request.

What personal information we process

The categories of personal data we process include general personal data (which includes normal personal data, personal identity, email addresses and personal financial data) and special categories of personal data if these have

been voluntarily provided to us (which includes ethnicity, nationality and medical history).

How we use your personal information

When your file is open, the personal data is necessary in relation to the purpose for which it was originally intended. We process your personal information to fulfil our contract with you, or where you or we have a legitimate interest in doing so, where otherwise permitted by law, or to comply with applicable law and regulation. We use your personal information for:

- Service provision and internal processing (i.e. to assess and/or provide and to service your matter).
- Management of relationship (e.g. to develop your relationship with us).
- Resolving queries.
- Training and service review (e.g. to help us enhance our services and the quality of those services).
- Statistical analysis (e.g. to help us enhance our products and services or delivery channels to keep costs down).
- Complying with legal obligations (e.g. to prevent, investigate and prosecute crime, including fraud and money laundering).

When your matter is completed and / or your file is closed, we may still process your personal information where we have a legitimate interest in doing so, where we are permitted by law, or to comply with applicable laws and regulation.

Examples of such instances will include:

- Complying with legal obligations for statutory and regulatory requirements including for example, HMRC Returns, complaint handling, anti-money laundering, reporting to our regulatory body – the Solicitors Regulation Authority;
- Archiving and Storage of your file for the periods outlined in our Retention Policies – see section 12 of these Terms of Business. (Archiving and Storage of personal data is still classed as a processing activity even though it is not being regularly accessed and remains securely locked away); and
- Our legitimate interests to conduct conflict of interest checks, statistical analysis and research to help us enhance our products and services.

How We Share Your Information

- We may share your personal data with a range of organisations which enable us to fulfil our contract with you, or where we have legitimate interests to do so, or otherwise are required by applicable law and regulation. We can provide more details specific to your personal data on request.
- For further information on how we use your data please see our Privacy Policy which is available on request or can be viewed and downloaded at

You have a right to complain to the Information Commissioner's Office (<https://www.ico.org.uk>), which regulates the processing of personal data. You may also seek a judicial remedy.

We may carry out database searches using your details and record the results. We may, for example, search the DVLA, Equifax, Companies House, Electoral Roll, Call ML or similar databases. This is not an exhaustive list. By instructing us, you acknowledge that we have both a legal obligation and legitimate interest to our making such searches and keeping the results.

Statement under the Provision of Services Regulations 2009

We are regulated by the Solicitors Regulation Authority (SRA).

Full details of the SRA Code of Conduct can be found at <http://rules.sra.org.uk>
Our VAT registration number is 864 8468 71.

Details of our professional indemnity insurance are provided on our web site at <http://www.amssolicitors.co.uk>.

Your Right to Cancel

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:

If we have not met you either in person (because, for example, instructions and signing of the contract documentation is taking place by telephone/mail, e mail or on-line – i.e.: by way of a “distance” contract) or we have taken instructions and a contract has been concluded away from our business premises (because, for example, we have met with you at home - ie: by way of an “off-premises” contract) and the contract was entered into on or after 14 June 2014, you have the right to cancel this contract within 14 calendar days of entering into the contract without giving any reason.

The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract.

To exercise your right to cancel, you must inform us (AMS Solicitors, Wentworth Buildings, Fairways Office Park, Pittman Way, Fulwood, Preston, Lancashire PR2 9LF; telephone number 01772 653333 – fax 01772 653443 – or info@amssolicitors.co.uk) of your decision to cancel this contract by a clear statement (e.g.: a letter sent by post, fax or e mail). You may use the model cancellation form attached to your Client Care Letter, but it is not obligatory.

To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Should you require the work to be commenced within the 14 calendar day cancellation period, you must provide your agreement to that in writing, by e mail, post or fax to enable us to do so. By signing and returning our *Authority*

to Act, you are providing your agreement in writing to enable us to commence work within the 14 calendar day cancellation period. Where you have provided your consent for work to commence within the 14 calendar day cancellation period and you later exercise your right to cancel, you will be liable for any costs, VAT and disbursements incurred up to the point of cancellation.

Unless you make an express request for us to commence work within the 14 day period (i.e. by signing and returning our *Authority to Act*, we will not be able to undertake any work during that period.

19. Legal Aid

We do not undertake legal aid work and it is important that you are aware of Legal Aid. Legal Aid is useful to a litigant because if he loses, his liability is limited to his means-tested contribution, and it is unlikely the Court will allow the victor to recover any costs against him. Legal Aid is not free. In most cases it is only a loan repaid from the fruits of the action.

If the assisted party succeeds and recovers or preserves any asset (except for some exemptions for maintenance and family proceedings), it is subject to the statutory charge. The statutory charge operates to put the recovery or the preserved asset first towards payment of the assisted party's legal costs, and the assisted party only gets the net balance (if any) – often much later because of the time taken in quantifying the final costs. If money is recovered, it has to be paid to the assisted party's solicitor who has to pay it into the Legal Aid Fund who carry out the accounting and pay out the balance.

The Legal Aid Agency has no power to reduce or waive the effect of the statutory charge. If a home is involved, it is sometimes possible to delay payment, but the statutory charge then operates like a mortgage and attracts interest until everything is repaid on sale. For more information please discuss this with the person attending to your case (they will be able to confirm if Legal Aid will be relevant to your type of case and if you may qualify) / alternatively go to the LAA website www.gov.uk/legal-aid or telephone them directly on 0300 20 2020

20. Agreement

Unless otherwise agreed, these Terms of Business apply to any future instructions you give us