

Working with Solaris Law (Commercial)

SECTION 1 – General Terms and Conditions

1 Solaris Law (Commercial) Ltd is a limited company registered in England and Wales (registered number 15738219). Our registered office is at Forum 5 Parkway, Whiteley, Fareham, England, PO15 7PA. We are authorised and regulated by the Solicitors Regulation Authority and our Professional Rules can be found at: <http://www.sra.org.uk/solicitors/handbook/welcome.page>.

2 Solaris Law is a trading name of Solaris Law (Commercial) Ltd. References to “Solaris”, “we”, “our” or “us” are to Solaris Law (Commercial) Ltd and references to “you” means the person, persons or organisation identified in the engagement letter we send to you at the outset of this matter (“Engagement Letter”) and “your” shall be construed accordingly. “Solaris entity” means any other legal entity owned or controlled by Solaris Law (Commercial) Ltd (which, for avoidance of doubt, excludes Solaris Law (Commercial) Ltd).

3 Our services relate only to the matters on which you have instructed us and are based on the relevant law which applies to a particular matter at the time our services are being provided. Any advice and materials that we provide to you are matter specific and are not provided for any other purpose and we are not responsible if you apply the advice to other circumstances.

4 If we merge with another firm or transfer our business to another entity, all benefits, rights and liabilities arising from or under this contract will automatically transfer to the new entity.

5 Our approach to working with clients

Solaris is a law firm providing regulated legal advice to a wide range of clients. We pride ourselves on our approach to client service and strive at all times to perform to the highest standards. These Terms set out the formalities of working with us. These Terms will apply to everything we do for you now and in the future. If this changes, we will inform you in writing.

6 When you first instruct us

To advise you properly and fully, please tell us about everything relevant to your matters. We want to understand as fully as possible what you are trying to achieve and the exact nature of the advice you require. We will let you know as soon as we can if we are unable to take on the work. This may be because there is a conflict with an existing client, but

we will ask you for information to ensure this is not the case as soon as possible.

7 Who will do the work?

7.1 Every client is allocated one main point of contact to ensure that Solaris work with them in the way that they want. Where we carry out a number of matters for you, a client Manager will be allocated to you.

8 Shared resources

8.1 This Contract is between you and Solaris even if the service, or any part of the service, is supplied by people employed through another Solaris entity or by its parent company, Azzurro Associates Limited (“Azzurro”).

8.2 In order to provide you with legal services, Solaris uses shared resources provided by other Solaris entities and Azzurro. Such shared resources include (amongst other things) HR, finance, risk and compliance and quality assurance, business operations, IT infrastructure and data cleansing and enrichment.

8.3 Solaris conducts its legal recoveries work on a separate platform to that of Azzurro, to which only Solaris employees have access. The Solaris entities and Azzurro are subject to confidentiality undertakings on the same or similar terms as those set out in these Terms and the Engagement Letter.

8.4 Services provided to you by other Solaris entities or Azzurro which are outside of the scope of our engagement in this Contract shall be governed under separate terms and conditions provided to you under contracts with such entities.

9 Confidentiality

9.1 Information received as a result of your instructions will be treated in confidence in accordance with our professional conduct rules. However, we will be entitled to disclose confidential information to our insurers (for the purposes of our professional indemnity insurance and in the context of notifications under our policy), our auditors, and any other third party to the extent required by law or regulation, or where we consider it appropriate to ensure the successful implementation of your instructions.

9.2 We provide the services to you solely as our client. No other person may use or rely upon all or any part of our advice or materials nor derive any rights or benefits from the services unless:

(a) we have, at our sole discretion, given our prior express consent in writing to such use or reliance; and

	(b) the third party has agreed with us and signed written terms of use or reliance.	13	Liability
9.3	Our advice and the materials we provide as part of our services are confidential and you may not, without our prior, express consent in writing, disclose them to any person (other than to your employees, agents and professional advisers who require access and who do not disclose them further) or otherwise make them public, except as required by law.	13.1	Subject to clause 13.5, our liability for any loss or damage caused by our negligence in the course of providing our services to you will be limited to the amount agreed with you and specified in the Engagement Letter. If no amount is specified, the maximum amount of our liability for any claim will be £3 million. Any claim will include those arising from one act, error or omission, one series of related acts, errors or omissions, the same act, error or omission in a series of related matters or transactions, similar acts, errors or omissions in a series of related matters or transactions and all claims arising from one matter or transaction.
9.4	This clause 9 shall continue in force beyond the Termination or expiry of this Contract.		
10	Communication and reporting	13.2	Any liability will also be limited to a just and equitable proportion of the total loss having regard to the extent of your own responsibility and that of any other party regardless of ability to pay.
10.1	Your preferred method for reporting and communication will be agreed at the start of the relationship. Unless you tell us otherwise, we will assume that you are happy for us to communicate by email, even though we cannot guarantee that it is completely secure or confidential. We monitor emails for internal policy reasons and may record or monitor telephone calls for future reference and training purposes.	13.3	Subject to clause 13.5, in no event will we be liable for any indirect or consequential loss, or for any loss of profits or opportunities.
10.2	We do not accept responsibility or liability for any loss or damage which may arise through your use of a cloud storage solution. We have no control over websites operated by third parties and therefore we cannot be responsible for the privacy, protection or access to any information you have provided to the cloud solution. You should exercise caution and ensure any information provided is protected and look at the privacy statement applicable to the website in question.	13.4	Where other advisers are involved in any particular matter, we will not be responsible to you for the services, advice or information provided by, or for the fees and expenses of, those other advisers. If we become liable to you for losses in relation to any services we provide and any other person is also responsible for losses you suffer, you agree that: <div> <div>(a) we shall only be liable to bear a fair share of your losses having regard to the extent to which we, you and any other person, who is jointly and/or severally liable to you for any part of the same losses, is in each case responsible;</div> <div>(b) to the extent that losses are attributable to other persons (whether or not the liability of such persons is limited or excluded by law or agreement and whether or not such amounts can be collected) such losses shall not be losses for which we shall be liable; and</div> <div>(c) where an agreement to limit liability has been reached with one or more third party, our liability will be limited to an amount which would have applied had the other not so limited their liability.</div> </div>
11	Meeting deadlines <p>Before we start work, we will clarify any deadlines and, where appropriate, agree a timetable with you. We will do our best to meet this timetable as efficiently as possible. We would like you to be aware that sometimes this is not within our control and will depend on the degree of cooperation we get from you, other parties involved on the matter or their advisers. If there is an issue, we will inform you promptly and agree the best course of action.</p>		
12	Scope of instructions <p>We shall not be responsible for any failure to advise on matters outside the scope of our engagement. Unless specifically agreed the Engagement Letter our advice will be based on the law of England & Wales.</p>	13.5	Nothing in these terms shall exclude or limit our liability for death or personal injury caused by our negligence, fraud or reckless disregard of professional obligations.

- 13.6 Advice given by us in the course of acting for you is provided to you and you alone and only in relation to the particular circumstances of your instructions. We do not accept any liability for the use of such advice by any other person or organisation without our express prior written consent.
- 13.7 We accept that when advising you or providing legal services we must take reasonable care; however, we are dependent on you providing us with accurate instructions and complete documentation in good time. In the event that you fail to do this, we will not be held responsible for losses caused as a result.
- 13.8 When involved in court proceedings you must provide us with information and/or documentation in good time to enable deadlines and court orders to be met. Failure to do so could lead to sanctions such as the dismissal of your case and, potentially, costs awards against you. We will not be held responsible for losses caused as a result.
- 13.9 Our advice may involve us in expressing an opinion as to accepting a commercial or legal risk. Where this is the case you accept that this is an expression of opinion and not a statement of fact. Any subsequent decision made by you must remain your responsibility.
- 13.10 You acknowledge that you are instructing Solaris and Solaris alone will provide services to you. Accordingly, Solaris shall be solely liable to you for any wrongful and/or negligent acts or omissions of any director, officer, employee or consultant of Solaris or any Solaris entity ("Solaris Individuals") in the course of their acting as agents for Solaris, subject always to any and all exclusions and limitations expressly detailed in these Terms and the Engagement Letter. No Solaris Individual assumes any personal responsibility to you and, accordingly, no Solaris Individual shall owe you a personal duty of care. Nor will any Solaris entity be under any liability to you whatsoever. You agree that you will not bring any claim whether in contract, tort, under statute or otherwise against any Solaris entity and/or any Solaris Individual, your sole right of action being against Solaris.
- 13.11 Where in these Terms a cap on or exclusion of liability is drafted for the benefit of Solaris Individuals and/or Solaris entities, you agree that such Solaris Individuals and Solaris entities shall be entitled to rely on and enforce such clauses as if they were a party to this Contract, pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 13.12 You agree to indemnify us against any claims, liability or expense which we incur or are legally obliged to pay as a result of acting for you, except to the extent that such liability or expense is caused by our negligence, fraud or reckless disregard of our professional obligations.
- 13.13 Solaris maintains professional indemnity insurance in accordance with the rules of the Solicitors Regulation Authority. Details of our insurer and the territorial coverage are available on our website at <https://solarislaw.co.uk/>
- 14 Satisfaction
- 14.1 We hope that our relationship with you will be smooth and trouble free but we recognise that sometimes, misunderstandings and problems do occur. If you have any concerns about either our service or our bills please raise them with the person handling your case, their supervisor or the Managing Solicitor identified in the Engagement Letter. If your problem remains unresolved, please contact our CEO, Karen Bulgarelli at Solaris Law (Commercial) Ltd, Forum 5, Solent Business Park, Whiteley, Fareham, PO15 7PA or by email at kb@solaris-law.co.uk
- 14.2 A copy of the firm's complaint procedure is also available on request and is available on our website at www.solaris-law.co.uk.
- 14.3 If we are unable to resolve your complaint within 8 weeks of receiving full details, you may have the right to refer it to the Legal Ombudsman. This service is usually only available to members of the public, very small businesses, charities, clubs and trusts. You should refer your complaint within six months of our final response to you. The Legal Ombudsman can accept a complaint within six years of the act/omission or three years from when you should reasonably have known about the problem. The Legal Ombudsman will not ordinarily accept complaints unless the act/omission (or when you should reasonably have known that there was a problem) was after 5 October 2010. The Ombudsman can be contacted on 0300 555 0333 or by email at enquiries@legalombudsman.org.uk or by post at PO Box 6806, Wolverhampton, WV1 9WJ.
- 14.4 In addition, you may also have a right to object to a bill by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974.
- 15 Termination of service
- 15.1 We may decide to stop acting for you if we have reasonable grounds to do so. Examples of reasonable grounds include, but are not limited to: failing to provide adequate and timely instructions, providing instructions which we are unable to fulfil, failing to pay any of our invoices or make payments on account of costs within the agreed timescale or the breakdown of the solicitor/client relationship.
- 15.2 If we decide to cease acting for you, we will inform you in writing and provide an explanation for our decision.

- 15.3 You have the right to terminate the provision of some or all of our services at any time by giving us written notice.
- 15.4 Unless previously brought to an end, the Contract between you and us for the provision of the defined services ends on:
- (a) the completion of the provision of those services; or
 - (b) 6 months after the last date on which we communicated with you in relation to such defined services.
- 15.5 Unless specifically agreed otherwise, following termination we will send you a final invoice.
- 16 Equality and diversity
- We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees and are happy to explain our policy to you.
- 17 Storage of documents and papers relating to you
- 17.1 We do not have paper files for some of the work that we do. Where this is the case, incoming post is scanned on to our system and the file is stored on our computer system in electronic format. Electronic matter related information will normally be retained for a minimum of six years (although we reserve the right to change our storage arrangements at any time). Where you request a copy of an electronically held file, we will release any documents retained by us which you own provided that:
- (a) we are not at the time exercising our right to retain such documents pending payment of outstanding charges; and
 - (b) we are not prevented by any law, court order, undertaking or legal constraint from doing so.
- 17.2 We may charge a fee for printing and any time spent reviewing the papers to find out which documents belong to you and any third party.
- 18 Data protection
- 18.1 We may use your personal data (as defined by the Data Protection Act 2018 and UK GDPR) for the purpose of client identity verification, the provision of any of our services, the administration of files and records, legal and regulatory compliance and the marketing and promotion of our services, as well as informing you of relevant news and legal developments. The information will be held in hard copy and electronic form.
- 18.2 Our work for you may require us to provide information to third parties such as expert witnesses and other professional advisers. Any third party to whom we disclose information about you will be under an obligation to keep your information secure and not to use it for any purpose other than that for which it was disclosed. We may also disclose your personal data to third parties from whom we are buying a business/assets or to whom we are selling some or all of our business/assets as part of any due diligence process. Your personal data may subsequently be transferred to such third parties.
- 18.3 We may also be under a duty to disclose your personal data as part of our legal or regulatory obligations. We may need to disclose data to third parties in order to comply with those requirements or to prevent fraud or money laundering.
- 18.4 Where you are acting as an agent or as a trustee, you agree to advise your principal or the beneficiary of the trust that their personal information will be dealt with on these terms. Unless you inform us otherwise, by disclosing any personal information to us about the principal or the beneficiary, we will assume you have obtained consent for the use of such information on these terms.
- 18.5 You have the right to access personal data. If you would like to obtain this data please contact Solaris Law (Commercial) Ltd, Forum 5 Parkway, Whiteley, Fareham, England, PO15 7PA in writing stating what data you require. It would be helpful if you would include the words 'Data Protection Act' or 'Subject Access Request' in the heading of your letter.
- 19 Money laundering prevention
- 19.1 Current anti-money laundering legislation requires our firm to obtain satisfactory evidence of a new client's identity including any beneficial owner(s) of corporate entities and trusts. We may need to make enquiries about the purpose of your transaction and the source of any funds being used. If we are not satisfied regarding the source and legitimacy of funds we may have to cease to act for you.
- 19.2 We use various ways to verify identity including making use of an electronic verification service. We may use an electronic verification service to confirm an individual's identity in which case the check will leave a footprint on the credit file. If the electronic check on an individual does not provide sufficient evidence of identity, we may have to ask for further evidence e.g. a passport/driving licence.
- 19.3 As solicitors we may be required by statute to make a disclosure to the National Crime Agency where we know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has

	been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.		prior consent. We will not breach any confidentiality requirements which are agreed with you which apply to a specific appointment, transaction or instruction.
19.4	We do not accept any liability for consequential damages arising from compliance with the appropriate legislation if we have to make such a disclosure.	25	Surviving clauses
20	Copyright We retain copyright in all documents prepared by us but, where documents are prepared for your use, we grant you an irrevocable, non-exclusive, non-transferable, non-sublicensable, royalty free licence to use those documents for the purpose for which they were prepared.		Notwithstanding that the Contract between us in relation to any matter has come to an end, whether by termination, completion or expiry, clauses 3 – 7, 9, 13, 14, 16, 18, 20 - 27, 29, 31, 34, 36 and 37 shall survive such termination, completion or expiry of this Contract.
21	Third party rights Except as expressly provided in this agreement under clause 13, third party rights to enforce any of our terms under the Contracts (Rights of Third Parties) Act 1999 are excluded. The rights of you and Solaris, to terminate, rescind or agree any variation, waiver or settlement under this agreement is not subject to the consent of any person that is not a party to this agreement.	26	Severability Each of the terms of the Contract 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.
22	Working with lawyers in other jurisdictions on your behalf	27	Entire agreement The Contract sets out the entire agreement and understanding between us and you regarding the provision of the services.
22.1	If you need advice regarding the laws of another jurisdiction we are happy to instruct or assist you in identifying appropriate foreign qualified lawyers for appropriate transactions and to maintain a coordinating project management role in relation to the involvement of foreign qualified lawyers. We do not accept any liability in respect of the advice provided by the foreign qualified lawyers.	28	Law and jurisdiction
22.2	We will instruct a foreign qualified lawyer on your behalf only after we have discussed the basis of appointment with you. The payment of the fees of the foreign qualified lawyers will be your responsibility and not the responsibility of Solaris – we will generally instruct them to invoice you direct.	28.1	The Contract and any non-contractual obligations arising out of or in connection the services we provide, shall be governed by and construed in accordance with English Law.
23	Cyber crime Cyber crime, particularly crime relating to the transfer of money, is on the increase. To reduce the risk of cyber crime, we will not provide our bank details to you in an email and will not ask you for your bank details in an email. If you receive an email from us about a change to our bank details, please telephone us immediately.	28.2	You and we each agree to submit to the exclusive jurisdiction of the courts of England and Wales, provided that either party may seek injunctive relief or enforce any judgment against the other in any other court.
24	Media Solaris may use your name and the fact that you are a client in promotional materials, internal announcements, marketing, in announcements to the media, on social media and our website with your	SECTION 2 - Financial matters	
		29	How we calculate our charges
		29.1	We will discuss our approach to charges and billing with you at an early stage to ensure we are confident that you understand how legal fees are calculated and charged. In many cases we are happy to agree a fixed fee.
		29.2	Where a fixed fee has not been agreed, we will try to give you an estimate of how much the work is likely to cost, based on our understanding of the facts known at that time. Where this is difficult to do because of the nature of the work, we will try to give you an indication of how much to budget for, based on our experience of similar jobs. We will let you know as soon as we can, if this changes. We are also happy to advise when fees reach a certain level or, if you prefer, you can set a limit on the level of charges which may be incurred without further reference to you. Any estimate for work to be carried out is not intended to be fixed unless we expressly say so. We

	will ensure that the difference between an estimate and a fixed fee is made clear to you.		standing instructions in this regard. We also reserve the right to charge you at our standard rate for photocopying, volume printing, the production of both CD and ordinary bibles, and other office expenses incurred specifically on your behalf. We are happy to provide information on our current rates on request. Expenses will be invoiced at cost (together with VAT where applicable) and are payable on receipt.
29.3	Unless we agree otherwise, our fees are usually calculated on the basis of time spent on the matter at the hourly rates of the people involved. Time will include: all time spent on your job including meetings with you and perhaps others, any time spent travelling, considering and preparing documents, preparation of any detailed costs calculations, correspondence and making and receiving telephone calls. Time will be charged in minimum units of 1/10th of an hour based on our hourly rate(s). Sometimes other factors in addition to the time spent have to be considered. This may be taking account of the complexity of the job, the specialised knowledge and the degree of responsibility involved, the importance to you and your business, the speed with which it was dealt with and the results achieved. We will discuss this with you if this applies.	32	What if I have cover for legal expenses?
			You may have insurance to cover your liability for legal fees and expenses and in some instances Professional Bodies or Trade Unions/Associations also provide cover. There are many such products available and cover is often included alongside other insurance products. If you do have such insurance, please let us know as soon as possible as your cover may be invalidated if you do not action it immediately.
29.4	Our charges may also include payments which involve the firm in providing additional facilities or administration, for example bank transfers, multi-party legal conference calls and interactive web based products for on-line reporting and document/deeds storage.	33	Billing and payment
29.5	Our rates will be reviewed from time to time to take account of changes in our overhead costs. We will generally discuss any proposed increases with you and we will always formally notify you in writing of any increased rate.	33.1	We reserve the right to request payment on account of our fees or expenses both when we start to work for you and on other occasions during the time that we act for you. Where a payment on account is requested, payment of the requested amount is a condition of our working for you. Unless otherwise agreed, we will bill monthly in £ sterling. Payment terms are 30 days from the date of invoice.
29.6	Details of the fee arrangements applicable to the matter will be set out in the Engagement Letter.	33.2	If a bill remains unpaid or you fail to make a payment on account within 14 days of our request to do so, we reserve the right to suspend the provision of our services to you until payment has been received and/or terminate this Contract.
30	Tax	33.3	If you have any concerns in respect of your bill please raise this with us in accordance with our complaints process set out above. If we agree to send you bills electronically, it is on the basis that you waive your right to receive a signed hard copy bill under s 69(2) of the Solicitors Act 1974.
30.1	Value Added Tax (VAT) will, where applicable, be added to our fees at the prevailing rate. Accordingly, you will pay our charges in full together with all applicable tax. Our VAT registration number is GB 295 6929 37.	33.4	You remain liable for payment of our fees and expenses whatever the outcome of the matter. Also, if a specific transaction fails to proceed, then we reserve the right to bill you for any charges incurred up until that point, unless we have agreed otherwise in advance.
30.2	Where you are required by applicable law to withhold a proportion of our charges for tax purposes or where a deduction (such as bank charges or other duties) is otherwise applied to our charges, you agree to pay us such additional amount as will ensure that we receive the same total amount as would have been received if no such withholding or deduction had been made. You must inform me promptly if this is the case and I will arrange for our invoices to be adjusted accordingly.	33.5	We are required by law to issue all of our VAT invoices to the client for whom we have carried out the work. If a third party has agreed to pay our fees, they will not usually be able to recover the VAT element. If you are based outside of the UK but within the EU and provide us with your VAT number, we will be able to include it on your invoices and submit your bills to you free of VAT.
31	Expenses	33.6	When we receive instructions from, or on behalf of, more than one person or company to deal with any particular matter, each person or company for whom we are acting will
	We will charge you for any disbursements and expenses which we incur in carrying out your instructions. We will always try to seek your approval before incurring any significant amounts unless we already hold a mandate or		

be separately responsible for payment of the full amount of our fees and expenses regardless to whom the bill is addressed.

- 33.7 When accepting instructions to act on behalf of a limited company, we may require a director and /or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of the firm. If such a request is refused, we will be entitled to stop acting and to send you an invoice for the work carried out by us to date.
- 33.8 Any money held by us on your behalf may be taken in payment or part payment of any of our invoices whether overdue or not without further notification or consent.
- 33.9 The law entitles us to retain any money, papers or other property belonging to you, which properly come into our possession pending payment of our costs or fees, whether or not the property is acquired in connection with the matter for which costs are incurred. This is known as a "general lien". We are not entitled to sell property held under a lien but we are entitled to hold property, even if the value of it greatly exceeds the amount due to us in respect of costs.
- 33.10 If we are conducting litigation for you, we have additional rights over any property recovered or preserved for you, whether it is in our possession or not, and in respect of all costs incurred, whether billed or unbilled. We also have the right to ask the Court to make a charging order in our favour for any costs assessed by the Court to be reasonable.
- 34 Receipt of funds
- 34.1 Whilst we will always use reasonable endeavours to ensure that client money held by us is invested in appropriate banks or other financial institutions we do not accept any liability for any losses or associated costs which may arise as a result of any failure, restructuring or insolvency of any financial institution used.
- 34.2 It is the firm's policy not to accept cash. This policy also applies to cash paid direct into our bank account. Where such an event takes place, we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.
- 34.3 If we receive money from you which needs to be returned, we reserve the right to return the monies to the same account from which it came.
- 34.4 Whilst acting for you, we may receive payments from third parties on your behalf. Acceptance of a payment from, or making a payment to, a third party is at our sole discretion and we will only do so in accordance with our internal policies and in compliance with applicable law. We reserve the right to reject or return any payment from, or to decline to make a payment to, a third party and you may be charged for payment processing. Sometimes clearing these payments can be a lengthy process. Where we agree to make payment to you after a specified clearance period and the payment is subsequently unsuccessful, you agree to reimburse us for any sums due together with any costs incurred.
- 34.5 Where monies are received through a bank transfer system we reserve the right not to use such monies until we have sufficient information and allocate the payment to a client and a specific matter.
- 35 Interest
- 35.1 We do not receive interest on client money held in our bank account, and only propose to pay interest on individual collections where the following conditions are met:
- (a) The individual transaction >£1000 and is held for >90 days;
 - (b) The client paid any invoices raised by Solaris within their payment terms during the period that the transaction was held.
- 35.2 Interest will be paid at the Bank of England base rate. This policy will be reviewed from time to time to ensure that it continues to deliver a fair outcome for our clients.

SECTION 3 - Our Dispute Resolution Protocol

- 36 The Civil Procedure Rules ("CPR") define the duties that exist between the Court, Lawyers, their clients and all those involved in litigation. The emphasis of the rules is to resolve the dispute wherever possible, with a trial being the last resort. If negotiations or other alternative dispute resolution ("ADR") processes fail, the Court has the overriding objective to deal with cases justly by:
- (a) ensuring that the parties are on an equal footing;
 - (b) saving expense;
 - (c) dealing with the case in ways which are proportionate to the:
 - (d) amount of money involved;
 - (e) importance of the case;
 - (f) complexity of the issues;
 - (g) financial position of each party.
 - (h) ensuring a case is dealt with expeditiously and fairly; and
 - (i) allotting to a case an appropriate share of the court's resources whilst taking into account the need to allot resources to other cases.

- 37 The CPR means that we need to work together when dealing with cases and it requires us both to carry out certain duties. If the Court is not satisfied that either we or you have complied with the CPR it has the power to make cost awards against both of us. To avoid this potential risk and to take advantage of the CPR, working together is essential to a successful outcome.
- 38 Payment and costs in court proceedings
- 38.1 Payment of our account is your responsibility even if the Court orders another party to contribute to your legal costs. The amount of recoverable costs is a matter for argument and the Court's discretion. In many cases there is a delay between the order made and the costs recovered due to the system of assessment applied.
- 38.2 The Court can make a costs order against any party at any stage of the proceedings. It is usual however, for a successful party to obtain the benefit of a costs order from an unsuccessful litigant, although it must be appreciated that it is possible that the Court may not make an order or the other party may not be able to pay the costs awarded.
- 38.3 A Court order entitling a successful litigant to recover all of its legal costs of the proceedings is rare. It is usual for a successful litigant to be left with a residual liability for costs. It is not correct to assume that if your action is successful you will be relieved from all costs liability. If recovery action is needed to recover any costs subject to a Court order, you will be responsible for our charges and expenses in respect of such recovery.
- 38.4 If you succeed in your action against a party in receipt of Legal Aid, it is unlikely that you will be able to recover any of your costs. If you are in receipt of such funding, then it is unlikely you will be ordered to pay your opponent's costs unless your financial circumstances permit.
- 38.5 If you have legal expenses insurance, you must claim against your insurer immediately as insurers will not usually cover our fees until they have accepted your claim and agreed to nominate us as their solicitors. You will still be responsible for our costs in any event and, if for any reason your insurer refuses to pay our costs, we will look to you for settlement. Please note that insurers rarely pay bills before completion of the case. Whilst we will try to agree interim payments with your insurer, if they refuse we must reserve the right to send interim invoices to you direct.
- 38.6 If you withdraw from an action, your opponent is entitled to an order from the Court for you to pay costs. You may be entitled to have those costs assessed. Only in exceptional cases will costs orders be made against unsuccessful parties in proceedings before tribunals and in these cases you should assume there will be no recovery of your costs, even if you are successful.

We must	You must
<ul style="list-style-type: none"> • Work in your best interests to obtain the best result within the duty we owe to the Court and our professional conduct rules. • Give best advice about the consequences of litigation or any step in the proceedings. • Give you best advice about offers of settlement and advise you whether to make such an offer. • Give you the best information we can about the cost of proceedings which will include provision for a costs budget, if applicable and update you periodically. • Cooperate with the other party to the dispute in order to deal with the case at proportionate cost in line with the over riding objective. • Advise you of the result of Court hearings as soon as practicable and within 7 days of an adverse cost order being made against you. • Provide management details of the timetable laid down by the Court and any directions the Court requires you to comply with and to explain in practical terms how you should react. 	<ul style="list-style-type: none"> • From the beginning make a search for and provide us with all material information and documents including electronic documents or other evidence about the dispute. • Help us to provide information at an early stage to prevent the need to issue proceedings. • Make enquiries within your organisation or ask us to do so, so that the truth and accuracy of your claim can be verified. <p>Preserve all records of whatever nature relating to any issues in the case.</p> <ul style="list-style-type: none"> • Provide us as soon as possible with details of what you want to achieve in the case. • Help us obtain the cooperation and support of others who may have information or documents that are necessary for the case. • Meet the deadlines which are agreed between the parties or ordered by the Court. Failure to do so could lead to sanctions such as the dismissal of your case and potentially adverse costs awards against you. • Attend with us at Court proceedings or at a mediation or other form of dispute resolution process if requested. • Let us know your availability when fixing Court hearings and let us know if you or anyone upon whom your case depends is no longer available.

39 Duty of disclosure

You have a duty in any action to disclose to the other parties any stored information, documents, correspondence, notes, computer records, video and audio tape recordings which are or have been in your possession or control and which relate to the issues in the action. There are certain categories of information which you are entitled to withhold on legal advice. Your duty extends to records which may be damaging to your case unless you have legal advice to say they need not be revealed. It also extends to disclosure of documents which support another party. Your duty of disclosure is a continuing one until the action is concluded and any of the categories of information referred to above must be preserved. There are very severe penalties, including fines and imprisonment if this duty is breached. You must not use any information disclosed to you in an action for any purpose outside of the action.