

Solicitors PII

Proposal Form

Hettle Andrews & Associates Ltd. Authorised and regulated by the Financial Conduct Authority 305520

HA PII Prop V1 2015

Need assistance? Please refer to our Guidance Booklet at www.hettleandrews.co.uk/solicitors-insurance
Call us on 0121 423 6200

Hettle Andrews & Associates Ltd
Eleven Brindleyplace
2 Brunswick Square
Brindleyplace
Birmingham
B1 2LP
0121 423 6200



THE PRACTICE

1.

1:1

Main entity for which you are seeking cover:

1:2

Other entities including trading names and trustee and/or nominee companies and/or incorporated principals for which you are seeking cover.

If required, please provide information on an additional sheet

Principal office SRA

Registration Number:

Company

Number:

Establishment

Date:

1:3

Practice status:

Sole Practitioner ☐

Partnership ☐

Limited ☐

LLP ☐

ABS ☐

1:4

Principal Address:

Post Code:

Telephone:

Website:

Email:

Primary Contact:

1:5

No. of other Offices:

Please provide a list of branch offices and their locations

MERGERS & ACQUISITIONS

2. Please provide details of any prior Practice(s) with which the practice has merged/ which have been acquired **in the last 10 years** (including situations where you have been deemed to be a 'Successor Practice'):

Name of Practice(s)	Date established	Date of merger/ acquisition/ succession	Successor Practice?	Was Run-off cover purchased?	Approximately how many solicitor fee-earners were added to the practice in consequence

DETAILS OF PRINCIPALS AND STAFF

3.

3.1 Please provide a breakdown of staff numbers in your firm, as follows:

Principals (including salaried partners held out as principals):

Assistant qualified lawyers (including legally qualified consultants):

Non legally qualified fee earning staff (including fee earning trainees and legal executives):

All other staff (including secretarial but excluding facilities, cleaning and catering staff):

3.2 Do any principals or other fee earners also work for any other law firms or businesses?

If 'YES' please provide details on additional sheet

3.3 Please provide a list of every principal, assistant and consultant with the following information:

Please note you can also provide this on Excel spread sheet please click here to download

Full Name	Date of Birth	Status (e.g. Equity/Salaried Principal /Solicitor/RFL/REL/ Barrister)	Full/Part Time	Date of Qualification	SRA Roll Number

PRACTISING CERTIFICATES AND REGULATORY ISSUES

4.

4.1 In the past 6 years:

Has any principal, solicitor, employee or consultant:

- been refused a practising certificate
- been granted a conditional practising certificate
- engaged with any regulatory body (Law Society/SRA/SDT/FCA Legal Ombudsman or other) regarding any potential or actual criticism or complaint in relation to professional conduct or
- had a civil or criminal judgment against them, excluding minor traffic offences?

4.2 In the past 3 years:

Has the practice been the subject of a monitoring visit or enquiry from the Law Society, SRA or the Forensic Investigation Unit in the past 3 years, or has notice been given of a visit?

4.3 In the past year:

a. Has the practice engaged with the SRA at any time in the last 12 months regarding the financial stability of the practice?

b. Has the COLP/COFA reported any material breaches to the SRA

If 'YES', to any of the above, provide details and include a copy of all reports issued by the SDT, LeO, OSS or CCS and/or any other regulatory body.

FINANCIAL INFORMATION AND FEES

5.

5.1 Please provide details of your gross fee income arising from work undertaken:

	Previous financial year 2	Previous financial year 1	Last completed financial year	Estimate for current financial year
Financial Year Ending (MM/YYYY)				
In the United Kingdom for UK domiciled clients	£	£	£	£
In the UK but for persons, companies or organisations domiciled in the USA/Canada	£	£	£	£
In the UK but for persons, companies or organisations domiciled elsewhere	£	£	£	£
From Overseas Offices - Please complete additional overseas questionnaire	£	£	£	£
TOTAL	£	£	£	£

5.2 Does any one client, group of clients or referral source generate 20% or more of your fees?

If 'YES' please provide details on additional sheet

5.3 For the last three accounting periods, please provide the following information from your annual accounts:

	Previous financial year 2	Previous financial year 1	Last completed financial year
Net Profit or Loss after tax and before principal remuneration			
Average Profit share per principal	£	£	£
Profit share of highest paid principal	£	£	£
Net Assets of the firm (Total Assets less Total Liabilities)	£	£	£

5.4 Confirm the total fees outstanding to your practice as at the date of this application: £

Of these, what percentage of the amount was billed more than 90 days ago? %

5.5 In the last completed financial year, did written off/ uncollected fees exceed more than 2% of turnover in any period?

5.6 What is the total estimate of unbilled work in progress as at the date of this application?

5.7 If the practice currently has an overdraft facility please confirm the balance owing: £

5.8 In the last 2 years, has the practice received or sought any advice or recommendations on the financial structure of the firm, whether acted upon or not?

If 'YES' please provide details on additional sheet

5.9 In the last 2 years has the firm ever borrowed money, other than by overdraft, to fund drawing by principals?

If 'YES' please provide details on additional sheet

Please provide a copy of the audited annual accounts for the practice for the last two complete financial years

DIVISION OF WORK

6.

6.1 Please provide approximate percentages for the fee income generated by the Practice in the annual accounting periods specified and derived from each of the following working categories:

	Previous year 2	Previous year 1	Last completed year
Acting as Arbitrator /Adjudicator or Mediator	%	%	%
Agency advocacy	%	%	%
Child Welfare , mental health tribunal and other welfare	%	%	%
Commercial/Corporate work (excluding work related to public companies)	%	%	%
Commercial/Corporate work for public companies	%	%	%
Commercial litigation	%	%	%
Conveyancing – commercial (please complete Q.7)	%	%	%
Conveyancing – residential (please complete Q.7)	%	%	%
Criminal	%	%	%
Debt collection (small)	%	%	%
Debt collection (large)	%	%	%
Defendant Work for Insurers	%	%	%
Employment (Non-contentious)	%	%	%
Employment (Contentious)	%	%	%
Estate agency, property valuation and property management	%	%	%
Expert witness/lecturing work	%	%	%
Financial advice and services regulated by the SRA*	%	%	%
Financial advice and services regulated by the FCA*	%	%	%
Immigration	%	%	%
Intellectual property including patent, trademark and copyright	%	%	%
Landlord/tenant (Non-contentious)	%	%	%
Landlord/tenant (Contentious)	%	%	%
Marine litigation	%	%	%
Matrimonial/Family	%	%	%
Oaths and affidavits and notary public	%	%	%
Offices & appointments (Inc. Judicial & quasi-Judicial Appointments)	%	%	%
Parliamentary agency	%	%	%
Personal injury – claimant (Please complete Q.8)	%	%	%
Personal injury – defendant (Please complete Q.8)	%	%	%
Probate and estate administration	%	%	%
Town & Country Planning	%	%	%
Trusts	%	%	%
Wills and tax planning (including tax mitigation)	%	%	%
All other contentious work (provide details)	%	%	%
All other non-contentious work (provide details)	%	%	%
TOTAL	100	100	100

6.2 Do you give Foreign Law Advice?

If 'Yes' please state under which jurisdictional law the work is undertaken and state the gross fees for the last accounting period, together with full details of these activities – please provide details on an additional sheet

6.3 Tax – Do you undertake tax planning advice other than inheritance tax?

If 'Yes' please state what percentage for:

Implementation of Schemes devised by others: %

Devising tax mitigation schemes yourself: %

CONVEYANCING

7:1 Please complete this section if you have conducted any conveyancing work in the last 6 years

In the last 10 years:

- a. Have you acted for the purchase of property outside the UK?
- b. Have you undertaken the conveyancing for land investment schemes or products?
- c. Has your practice or any prior practice received referrals from a broker or marketing professional in relation to 'Right-to-buy' purchases
- d. If 'YES', In the last 2 years have clients for whom you have conducted a 'Right-to-buy' purchase, requested their file and/or made or intimated a complaint or claim against your practice?

If 'YES', to any of the above, please provide details on an additional sheet

7:2 In any of the last 6 years:

- a. Have more than 10% of your conveyancing fees originated from any one development or from any one client or referrer, e.g. Mortgage Broker, Developer, Financial Advisor or Estate Agent?
- b. Have you acted for groups of buyers of property in the same development or in the same building?
- c. Have you acted for vendors, purchasers or lenders in residential 'sale and rent back' transactions?
- d. Have you acted for either borrowers or lenders in transactions involving sub-prime loans/mortgages?
- e. Have you acted for buyers where the intention is to change from a multi-occupancy dwelling to a single-occupancy dwelling?
- f. Have you undertaken fixed-price conveyancing, or accept work on a 'no move, no fee' basis?
- g. Please provide your highest annual fee income derived from conveyancing in any one year of the last 6 years:
- h. Have you identified or reported to lenders any information indicative of mortgage fraud or have you ceased to act for clients as a result of such information coming to light?
- i. Have you put safeguards in place to ensure than any information indicative of mortgage fraud (eg back to back transactions, discounts, incentives) is identified & reported to lender clients.

If 'YES', to any of the above, please provide details on an additional sheet

7:3 In the last 3 years:

a Please detail your conveyancing work as follows:

	Residential Conveyancing			Commercial Conveyancing		
	2011/12	2012/13	2013/14	2011/12	2012/13	2013/14
Highest Capital Value						
No of Transactions						
No of Transactions >£2m						

b Please provide details of the number of fee earners in your firm have undertaken (residential or commercial) conveyancing work in the past three years

	Residential Conveyancing			Commercial Conveyancing		
	2011/12	2012/13	2013/14	2011/12	2012/13	2013/14
Principals						
Solicitors (exc. principals)						
Other Qualified Fee Earners						
Non-qualified Fee Earners						

7:4 In the last 2 years:

On how many occasions have you received requests for conveyancing files from lenders?

If there have been any file requests, please detail the outcome on additional sheet

7:5 In the past year:

a Do you have any single client for whom you have acted on more than 5 transactions in the last year?

If 'YES', provide details on additional sheet

In respect of commercial property leases, how do you ensure the required terms, including break clauses, are contained in the leases drafted?

Please continue on separate sheet if required.

b Does anyone other than a principal sign reports and/or Certificates of Title addressed to lenders?

If 'YES', provide details on additional sheet

c Does the practice arrange title insurance for property transactions? Approx. How Many?

d Provide an approximation of where properties have been located for residential conveyancing transactions in the last 12 months:

	% of transactions		% of transactions
London	%	Midlands	%
South East	%	East Anglia	%
South West	%	North	%
Wales	%	Other [list]	%

PERSONAL INJURY

8. Please complete this section if you currently undertake any Personal Injury Work

8:1 How many of your current personal injury cases are:

Clinical Negligence % Other Occupational Disease %

Work Induced Hearing Loss % Other (including RTA and EL/PL) %

8:2 How many open claimant Personal Injury cases does your practice currently have?

Of these approximately how many will the expected settlement exceed £250,000?

Of the total, how many cases are currently in Litigation?

8:3 **In the last year** approximately what was:

Your typical average Settlement: £ Your Highest Settlement: £

8:4 Please detail what changes the practice has made to policies and procedures to ensure compliance with the Jackson reforms, effective 1st April 2013:

8:5 Please provide details of your main sources of Personal Injury work from 1st April 2013:

8:6

	Previous year 2	Previous year 1	Last completed year
What percentage of your fees arising from Personal Injury work is attributable to Conditional Fee Arrangements?	%	%	%
What percentage of such arrangements do you recover a success fee?	%	%	%
How many arrangements did you enter into?			
How many cases were funded by Conditional Fee Agreements?			

8:7 Does one or more partner vet each case funded by a Conditional Fee Agreement and the Conditional Fee Agreement itself before it is offered to the Client?

If 'YES', provide details on additional sheet

Do you use a standard written assessment procedure before accepting such arrangements

Have any such arrangements been found to be unenforceable?

If 'YES', provide details on additional sheet

Does the practice vet personal injury cases for Insurers/Claims Managers?

If 'YES', provide details on additional sheet

8:8 What percentage of your current cases have ATE insurance? %

What percentage of your current cases are backed by Legal Expenses Insurers **other than ATE**? %

List the ATE insurance providers you deal with or have dealt with in the last 2 years:

If you place more than 20% of your business with one ATE provider please name them and specify what percentage of the business is placed with that insurer:

 %

Please provide a copy of any letter you provide to clients advising about the choice of ATE Insurer and the commissions and financial incentives that you receive from these Insurers.

8:9 Have you received any commission or other financial incentive from any insurer?

Do you use any particular provider for expert reports in more than 20% of your cases?

If 'YES' to any of these questions, please provide details on additional sheet

8:10 In the last 5 years have you undertaken work or accepted any referrals from claims management companies or referral networks?

If 'YES' please provide the names of the companies involved and detail your relationship

8:11 Have your Personal Injury files been audited or has an audit been proposed by any underwriters or funders?

LITIGATION QUESTIONNAIRE (question set for all litigation work other than Personal injury)

9

9:1 In the last year please confirm if you have been sanctioned or reprimanded for failing to adhere to the Civil Procedure Rules, Practice Directions and/or Court Orders and/or timetables

If 'YES', provide details on additional sheet

For litigation in the past 12 months please list the 5 largest matters:

Transaction Type	Claim Value	Open/Closed	Claim Successful?
	£		
	£		
	£		
	£		
	£		

9:2 In the last 6 years, has your Practice ever accepted instructions for any class actions or other group litigation, either acting for the defendant or claimant?

9:3 In the last 3 years, has your Practice handled any Payment Protection Insurance (PPI) compensation claims?

If 'YES', please confirm how many files have been opened under this work type.

9:4 Matrimonial Work - In the last 3 years have you dealt with any matrimonial settlements above £3,000,000 or regular annual payments above £250,000?

If 'YES', provide details on additional sheet

Please provide details of the procedures in place to identify and account for future spousal pension rights when completing settlements.

COMMERCIAL/CORPORATE WORK

10 Please complete this section if you have undertaken Commercial/Corporate work in the last 3 years

Please provide approximate % of Commercial/Corporate fees **in the last completed financial year** in these areas:

%	Debit Issuance/Securitisation	%	Pension Schemes
%	General Commercial	%	Project Financing
%	Insolvency	%	Regulation/ Compliance
%	Investment Schemes	%	Tax
%	Mergers & Acquisitions	%	Other

Please list the five largest matters over the last three years and fees earned in each case.

Transaction Type	Public or Non-Public company	Contract value	Gross Fees earned
		£	£
		£	£
		£	£
		£	£
		£	£

RISK MANAGEMENT**11****11:1** Do you have a designated person in your practice with responsibility for risk management?Name: Job Title: **11:2** Please provide the following details for the practice's COLP & COFACOLP Name: Email: COFA Name: Email:

Which of the following standards is the practice currently accredited with:

Please give details of the date of first accreditation in each case:

Lexcel	Investors In People	CQS	Other (please specify)	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

11:3 Before accepting new instructions are all new clients and is each new matter:**A** Vetted and agreed by a Partner or Department Head? **B** Graded by level of risk? **C** Checked for conflicts of interest? Approximately what percentage of transactions have been undertaken in the last year without ever having met the client? %

If any, what enhanced vetting procedures do you follow in such cases?

11:5 Are staff who take copies of client identification documents given at least annual awareness training in the identification of fraudulent documents? **11:6** What steps do you take to verify the identity and credibility of other parties in a transaction?
11:7 Do you require a file opening form, Anti Money Laundering check and engagement letter, prior to being able to record time on a matter or book fees? **If 'NO' please explain what checks are undertaken prior to being able to record time or book fees on additional sheet**

RISK MANAGEMENT

11:8 Do you clearly state what is included and what is excluded within the scope of the transaction in your letter of engagement?

Do you update the original engagement letter when further instructions are received?

If 'NO' please explain how you record further instructions on additional sheet

11:9 What procedures are in place to ensure that critical dates and time limits are met?

11:10 Are all undertakings given recorded in a register of undertakings?

If 'NO' please explain how undertakings are recorded and ensure that undertakings have been discharged?

11:11 If the practice provide professional services for any client in which any principal holds a partnership/directorship or has any other financial interest, are these services always carried out by a solicitor other than the principal/director connected with the client?

If 'NO' please provide details on additional sheet

11:12 Does your practice outsource any legal, secretarial or other work?

If 'YES' please provide details on additional sheet

Does your practice provide 'unbundled' legal advice?

If yes, please provide details of how your engagement procedures manage additional risk that this may expose the practice to.

11:14 Is all incoming hard copy mail reviewed by partners prior to distribution?
Is all outgoing hard copy mail checked by a partner/senior solicitor in the department concerned prior to being sent?

11:15 Are there any procedures in place to review substantive advice provided in emails prior to its being sent?

If 'YES' please provide details on additional sheet

11:16 Do all cheques and/or electronic fund transfers for more than £25,000 require two written confirmations (signatures or authorisation) including at least one principal?

If 'NO', please provide details of who is permitted to authorise payments.

11:17 Do you have a system for monitoring live cases where either fees have not been billed for more than three months, or fees are overdue for payment?

11:18 Do you have a formal file closure procedure in all departments?

If 'NO', please provide details of how files are generally closed in all departments.

11:19 How many complaints were received against the practice in the last year?

How many of these related to a complaint regarding fees?

Have any trends been identified in complaints (e.g. fee earner, department, delay)

If 'YES' please provide details on additional sheet

11:20 Do you have a risk committee or other forum where risk management issues are discussed?

If 'YES' , how often do they meet?

Approximately what percentage of files are audited annually?

%

How are files selected for audit, who audits the files (name and job title) and how are the results of the audit documented

Please continue on separate sheet if required.

Do any departments/transactions types receive proportionately more audits than others?

If 'YES' please provide details of which departments/transactions

If there is no formal file audit procedure, please explain how files are reviewed for risk management purposes.

You can also provide more detail on the firm's risk management by way of a Risk Management Submission.

You can also download our Associated Guidance Booklet via the website www.hettleandrews.co.uk/specialisms/solicitors-insurance

CLAIMS

Please attach a copy of the confirmed claims summaries from all qualifying insurers or the Assigned Risks Pool for the Practice and all Prior Practices for the period since 1st September 2004.

Please complete the following questions, after full enquiry:

12:1 In the last 10 years has your Practice or any Prior Practice reported any circumstances, incidents or claims, to any Insurer including The Assigned Risks Pool?

12:2 Are there any matters notified by your Practice (or any Prior Practices) which have not been accepted as an effective notification?

12:3 Are you aware of any claim(s) having been made in the last 6 years in relation to work undertaken or supervised by any Principal whilst in a former Practice?

If 'YES', please provide your opinion on both liability and quantum on an additional sheet.

Are you aware of any circumstances, incidents or claims reported by the Practice or any Prior Practice in the past 6 years as a result of the dishonesty or alleged dishonesty of any Principal or employee of the Practice or any Prior Practice(s)?

If 'YES', provide details including how the matter was resolved and the procedures/processes in place to avoid re-occurrence.

12:5 Are you aware, after full enquiry of all principals and employees of your Practice, of any claims and/ or circumstances and/ or shortcomings that you have not notified to your previous and/ or current insurers?

If 'YES', please provide details on an additional sheet

PLEASE NOTE: you are obliged to notify all circumstances which may give rise to claims and claims to your existing insurer by the end of the current indemnity period. Failure to do so may entitle insurers to seek reimbursement from you if there is a claim.

YOUR PROFESSIONAL INDEMNITY REQUIREMENTS

If you currently hold a professional indemnity insurance policy with Hettler Andrews you do not need to complete this question

13:1 What is your PII renewal date?

Has your Practice or Prior Practice ever been in the Assigned Risks Pool or Extended Indemnity Period and/or has any Qualifying Insurer refused to offer your Practice or prior practice terms for your Professional Indemnity Insurance?

If 'YES', please provide details

13:2 Have you ever been late in paying or failed to pay either a professional indemnity premium or policy excess?

13:3 Total cover required* £ or £ or £

Self-insured excess required £ or £ or £

***Please bear in mind that minimum cover requires is £2million for a partnership of £3million for LLPs and companies registered at Companies House including any "Relevant recognised Body".**

13:4 Please advise the following (where applicable):

	Premium	Limit of Indemnity	Current Insurer
Primary Insurance	£ <input type="text"/>	£ <input type="text"/>	<input type="text"/>
Excess Layer Insurance	£ <input type="text"/>	£ <input type="text"/>	<input type="text"/>

13:5 Confirm your practice maintains Employers Liability insurance

Renewal Date

CHANGES TO THE PRACTICE

14

14.1 Is your Practice considering or intending to incorporate or convert to a limited liability partnership during the next 12 months?

14.2 Is your practice considering or intending to convert to an Alternative Business Structure or Multi-disciplinary Practice within the next 12 months?

If 'YES', please provide details including copy of application on additional sheet

14:3

Since the completion of your last proposal form have there been any significant changes within the practice or are you expecting any changes in the next 12 months including any successions, mergers, acquisitions or disposals of all or part of the business of the firm?

If 'YES' please use this space to provide details

Important – Disclosure of Material Information

Insurance contracts are contracts of good faith.

As such, **you have a duty of disclosure under English law which requires you to disclose all information which is known to you (or which ought to be known to you) in the ordinary course of business and which is material to the risk.**

The duty of disclosure is a continuing obligation and applies when there are changes in your circumstances which materially affect the risk, or relate to compliance with a warranty or condition in the policy. You must notify us of any such changes as soon as you become aware of them so that we can disclose this information to your insurer(s) or re-insurer(s) ("Insurer")

Information is material if it would influence the judgement of a prudent Insurer in establishing the premium or determining whether to underwrite the risk. Material information does not necessarily have to actually increase the risk of the insurance under consideration.

If you are unsure whether a fact or change is material or not, you should disclose it.

In completing a proposal or claim form or questionnaire for your Insurer, the accuracy and completeness of all answers, statements and/or information is your responsibility and it is of paramount importance that all relevant information is provided and that it is accurate.

If you become aware that material information that you have supplied before the contract of insurance is finalised was incorrect or has changed, or has been omitted, you should inform us immediately.

Examples of material changes to material facts include:

- Identification of fraud on the part of any of the Partners or Employees
- A change in the structure or composition of the practice
- Mergers and acquisitions with other practices
- Conversion to an LLP, Incorporated Company or ABS

In the event there is a breach of the duty of disclosure, whilst Insurers do not have the right to avoid the insurance from its commencement, this could cause you significant problems in the event of a claim and in sourcing insurance in the future.

Please complete Declaration on following page

DECLARATION

Data Protection

By signing this proposal form you consent to Hettle Andrews & Associates Ltd using the information we may hold about you for the purpose of providing insurance and handling claims, if any, and to process sensitive personal data about you where this is necessary (for example criminal convictions). This may mean we have to give some details to third parties involved in providing insurance cover. These may include insurance carriers, third-party claims adjusters, fraud detection and prevention services, reinsurance companies and insurance regulatory authorities. In the course of performing our obligation to you, this information may be disclosed to agents and service providers appointed by us and insurers (which includes their re-insurers, legal advisers, loss adjustors or agents). Where such sensitive personal information relates to anyone other than you, you must obtain the explicit consent of the person to whom the information relates both to the disclosure of such information to us and its use by us as set out above. The information provided will be treated in confidence and, where appropriate, in compliance with the relevant Data Protection legislation. You have the right to apply for a copy of your information (for which we may charge a small fee) and to have any inaccuracies corrected.

Proposer's Declaration

I/We declare that the above statements and particulars are true, full enquiry having been made, and I/We have not omitted, suppressed or misstated any material facts which may be relevant to insurer's consideration of this proposal form and undertake to inform the Insurer of any change to any material fact that occurs prior to the point at which the insurance contract has been agreed.

I/We understand that the information I/We provide will be used in deciding the price charged by the Insurer for the risk and whether the Insurer will accept the application and the terms of any policy provided.

I/We hereby consent to the use and disclosure of information including personal data for the purposes of and as set out in the above paragraph entitled "Data Protection".

I/We hereby consent to receive by email details on other products and services including newsletters where Hettle Andrews consider that the information may be relevant and useful to us.

I/We agree to prevent and detect fraud, the insurers/ underwriters may at any time:

- **Share information about you with other organisations including the police**
- **Undertake credit searches**
- **Check and/ or share your details with fraud prevention and detection agencies.**

I/We are duly authorised to sign this Proposal Form by all principals/members/directors of the firm

Print Name:

Signature:
(an authorised individual/principal)

On behalf of:

Date:

Please note, if you wish to submit your form via email, an indication of terms and conditions may be provided on the basis of this proposal questionnaire. An original signature is required before a contract of insurance can be made. Encrypted signatures are not acceptable.

Signing this form does not bind the Practice to complete the insurance. We recommend that you keep a record of all information supplied to us, including copies of letters and this proposal form, for the purpose of entering into this contract.

DEFINITIONS

ADJUDICATION WORK

Defined as acting as a neutral third party engaged by disputing parties to provide a non-judicial resolution of their dispute which is, subject to the terms of any contract between the disputing parties, binding upon them, but excluding arbitration work.

AGENCY ADVOCACY WORK

Defined as all civil advocacy work, including attendance at a Court or Tribunal for the purpose of such advocacy, done on behalf of another insured Practice, but excluding any work done as a solicitor working as an agent or locum tenens in another Practice.

ARBITRATION WORK

Defined as any work done in the discharge or the purported discharge of the functions of an arbitrator in relation to an arbitration to which the Arbitration Acts 1950 - 1996 apply.

CHILDREN WORK

Defined as applications made in relation to family proceedings as defined by section 8(3) of the Children Act 1989 and including Parts III and V of the Children Act 1989.

COMMERCIAL WORK EXCLUDING WORK RELATED TO PUBLIC COMPANIES

This covers all commercial and private company work, including mergers and acquisitions, corporate trusts and taxation (which is not Financial Advice and Services).

COMMERCIAL WORK FOR PUBLIC COMPANIES

This covers all work relating to public limited companies, including mergers and acquisitions, corporate trusts and taxation (which is not Financial Advice and Services).

CONVEYANCING - COMMERCIAL

Acting on the acquisition, sale or financing of freehold or leasehold property where the client is acting in the course of business. This includes drafting of leases and related documentation.

CONVEYANCING - RESIDENTIAL

Acting on the acquisition, sale or financing of freehold or leasehold property where the client is not acting in the course of business

DEBT COLLECTION-SMALL

Defined as the collection of judgement debts of not more than £10,000 or debts without dispute as to liability of not more than £10,000, and the collection of rents not exceeding £7,500 per property per annum.

EMPLOYMENT WORK

(Non-Contentious) Defined as all non-litigious work that relates to general employment advice to employers and employees including corporate support on transfer of business, employee benefits and drafting of contracts of employment and staff handbooks.

ESTATE AGENCY, PROPERTY VALUATION AND PROPERTY MANAGEMENT

This covers property management, valuations and real estate agency carried out by the practice but does not include any separate business providing these services that is outside the regulation of the Solicitors Regulation Authority.

FINANCIAL ADVICE AND SERVICES REGULATED BY THE SRA

This covers all financial advice and services provided to private individuals, unincorporated bodies and companies where such work is regulated by the SRA as a designated professional body under The Financial Services and Markets Act 2000. This does not include Commercial Work for Public Companies.

FINANCIAL ADVICE AND SERVICES WHERE YOUR PRACTICE HAS OPTED INTO REGULATION BY THE FINANCIAL SERVICES AUTHORITY

This covers financial advice and services provided to private individuals, unincorporated bodies and companies where such work is directly regulated by the Financial Services Authority under the Financial Services and Markets Act 2000. This does not include Commercial Work for Public Companies.

IMMIGRATION WORK

Defined as advice and assistance on U.K. immigration and nationality law, including preparation for and representation before Immigration Adjudicators, Special Adjudicators, and any Tribunals or Courts of Justice up to but not including the Divisional Court, the Court of Justice of the European Union, the Commission on Human Rights of the Council of Europe or the European Court of Human Rights.

LANDLORD/TENANT (Non-Contentious)

Dealing with the exercise of contractual rights under lease whether acting for a Landlord or a Tenant, Drafting leases, Letting agreements and contracts and advising on the same, General advice on housing rights e.g. to council or housing association tenants or advising housing associations or local authorities on the terms of leases/contracts including rights of enfranchisement, Landlord and Tenant Act 1954 claims, Rent reviews, Rights to manage, Possession and dilapidations. Does not include the creation/drafting of contractual rights.

LANDLORD/TENANT (Contentious)

Suing tenants/lessees for loss/damage to property, repairs etc. (or defending them), Recovery of rent, Litigation of rent reviews, Rent tribunals, Proceedings under the Landlord & Tenant Act 1954 and similar applications under the Leasehold Reform Act, Claims against local Authority for housing repairs, Disputes over the terms of a lease/contract.

LECTURING AND RELATED ACTIVITY WORK

Defined as work involving the preparation for, and the presentation of, lectures, seminars, training and tuition whether for the purposes of professional skills training, continuing education or otherwise, including the provision of written material for publication.

MEDIATION WORK

Defined as acting as a neutral third party engaged by disputing parties to assist them to resolve their dispute by negotiated agreement without resort to adjudication.

MENTAL HEALTH TRIBUNAL WORK

Defined as representation of patients detained under the Mental Health Act 1983 at hearings of the Mental Health Tribunal.

OFFICES AND APPOINTMENTS

As Clerks to City Livery Companies, Dean and Chapters, Drainage Boards, Local Councils, Charities or School Governing Bodies; Diocesan Registrars, Archdeacon's Registrars or Provincial Registrars of the provinces of the Church of England in respect of work covered by an Ecclesiastical Fees Order; Company Secretaries, provided that any such offices and appointments are undertaken in the course of private legal practice. (This does not include appointment as an officer or director of a company).

PARLIAMENTARY AGENCY

Defined as all work done in the promotion of or opposition to primary or subordinate legislation.

TOWN AND COUNTRY PLANNING

Includes compulsory purchase, listed buildings and conservation areas work.

PRINCIPAL

A reference to Principal covers a sole practitioner, a partner in a partnership, a member of a Limited Liability Partnership and a director of a limited company.

REGULATORY BODY

The SRA, SDT, LeO former LCS, OSS or CCS, PSU, Forensic Investigation Unit, Disciplinary Tribunal and/or any other regulatory body.

RELEVANT RECOGNISED BODY

Relevant Recognised Body means a Recognised Body other than: (a) an unlimited company, or an overseas company whose members' liability for the company's debts is not limited by its constitution or by the law of its country of incorporation; or (b) a nominee company only, holding assets for clients of another practice; and (i) it can act only as an agent for the other practice; and (ii) all the individuals who are principals of the recognised body are also principals of the other practice; and (iii) any fee or other income arising out of the recognised body accrues to the benefit of the other practice.

SUB-PRIME

Sub-prime and B-paper, B-tier, non-prime, near -prime, special finance, second chance lending is an industry term used to describe a mortgage granted to a borrower considered subprime. That is, a person with a less than

perfect credit report. Also Fringe Lenders: are lenders who offer loans to customers at higher than normal income to loan ratios but with punitive terms.

SUCCESSOR PRACTICE

The definition of Successor Practice in the SRA's Minimum Terms is complicated. You may be a Successor Practice even though you did not intend to take on the liabilities of another Practice when taking it over or merging with it and even if you specifically agreed that those liabilities would remain elsewhere. Whenever a Practice ceases "being carried on as a discreet business," there is potential for the successor Practice clause to take effect. You may become a Successor by holding out your Practice "expressly or by implication" as being the successor of or by incorporating the other Practice(s), by taking on the majority of the principals in the other Practice as principals in your Practice, by taking on at least one such principal as a principal when the majority have not become principals in another Practice, by taking a sole practitioner or Recognised Body into your Practice as a principal, or by taking on a sole practitioner as an employee after 31st August 2000.

If your Practice has done any of these things, at any time or is planning to do so, you may be a Successor Practice and should provide full details.

NEED ADDITIONAL ASSISTANCE?

Please call the office on **0121 423 6200**

Alternatively, please email **help@hettleandrews.co.uk**

HETTLE ANDREWS

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