

Oakstead Corporate Information

Oakstead Law Limited is a limited company incorporated in accordance with the laws of England and Wales and registered under Company House Number: 09836855

Office: Oakstead Solicitors Hamilton House, 1 Temple Avenue, London EC4Y 0HA

T: +44 (0)20 7489 2040

F: +44 (0)20 7489 2040

E: info@oaksteadlaw.com

Oakstead Law is regulated by the Solicitors Regulations Authority (SRA) under 626761.

About Us

Sim Owolabi

Yetunde Akinfenwa

Forbes Ranson

Mofe Onuwaje

Confidentiality

We will keep your information confidential, unless:

- You consent to the disclosure of that information,
- Disclosure of the information is required or permitted by law or regulatory requirements, or
- These terms of Business state otherwise.

Examples of organisations we may be required to disclose your information to include:

- the National Crime Agency;
- domestic and international tax authorities;
- regulatory authorities.

Unless you instruct us otherwise, we may contact you or others by email and email will be our default method of communication. We deploy a range of information security measures, but we cannot guarantee the security of information or documents sent by email. If you do not wish us to communicate information by email, please let us know.

- Sometimes we ask other companies or people to prepare *bundles*, carry out typing, or photocopy our files to help us deliver efficient, cost-effective legal services. We ensure all outsourcing providers operate under service agreements that are consistent with our legal and professional obligations, including in relation to confidentiality. Information on outsourcing in relation to your personal data is set out in our Privacy Policy.
- External organisations such as the Information Commissioner’s Office or Lexcel auditors and the SRA may conduct audit or quality checks on our practice from time to time. They may wish to audit, or quality check your file and related papers for this purpose. We will require that these external organisations maintain confidentiality in relation to any files and papers which are audited, or quality checked.
- Your files may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of new business. If you do not wish your file to be used in this way, please let us know as soon as possible.

Privacy – Data Protection

- The Data Controller of this firm is Mr Sim Michael Owolabi. Your data will be processed in order to provide services under contract to you and others, act on your instructions in your matter, comply with regulatory and other legal obligations, and administrate justice.
- Your data will be processed to allow Oakstead Solicitors to carry out the aims set out above in a legitimate way. Where special category data is provided, you, as the provider of the data, warrant that you consent to Oakstead Solicitors processing that data. If you fail to provide us with the data required, we cannot provide our services.
- Any data you provide is treated as confidential and will only be shared with others in so far as this is necessary to provide the services contracted for by you, as stated above. In order to provide our services, we rely on the services of certain data processors. These include secure Dropbox/cloud storage for files and emails. In each case, the firm ensures that data is processed in compliance with this policy.
- Where relevant, you have the right (subject to client confidentiality) to withdraw consent to the processing of your data, complain to a supervisory authority regarding the processing of your data (<https://ico.org.uk>), and obtain a copy of the data held on you and to correction of any errors in that data

Communication

Correspondence Address:

- It is important that our office, the court, and other relevant parties be fully informed of your current address. Anytime you change your address; please notify us immediately of that change In writing. We do not accept oral notice of a change in your address.

Methods of Correspondence:

- We will generally communicate with you and update you on the progress of your matter by email at your specified email address.
- Serving some documents by post will be necessary. If you prefer to receive your documents by any other methods of service, please do not hesitate to let us know.
- Please note that because we are obliged to keep a record of all communications which can be deemed as instructions, we require that you only send us communications through our official channels which usually includes; designated email addresses and telephone numbers. Please note that communications sent by other mediums such as instant messaging services will take longer to process and may increase the costs of dealing with your matter.

Know Your Client (KYC) Compliance – Client Identification Verification

- We have advised you that we are required to verify your identity, and in some cases, the identity of other people authorised to give instructions on your behalf. The law requires Solicitors to obtain satisfactory evidence of the identity of their clients and sometimes people related to them.
- To comply with this, we need you to provide to us, before we can act on instructions, a copy of one or several of the following documents as proof of identity and address:
 - Bank or credit card statements originals with address.
 - Nationality Passport
 - A government issued Driver's Licence;
 - Letter from local authority such as your Council Tax [bill]
 - Letter from HMRC concerning proof of tax records;
 - Letter from hospital or GP;
 - Utility bill denoting home address [excluding mobile phone bills]
 - Pay slips demonstrating evidence of employment [where appropriate]

- Our policy is to inspect a copy of one or several of the above-named evidence and also review evidence of your proof of address such as a recent utility bill or suitable recent correspondence from a government organisation. It is our practice to retain photocopies of the originals during our conduct of the matter and destroy all copies six years after the matter has concluded.
- If you cannot provide us with the listed identification requested, please contact us as soon as possible to discuss other ways to verify your identity.

Money Laundering Regulations (MLR) & Criminal Finance Act 2017

- We are required to receive satisfactory evidence of your identity, and we are entitled to do the same in relation to your friends or family members who are involved in the payment of funds in relation to your matter. It is our normal practice to verify the source of any funds paid to us. It is our policy not to accept payment in cash for any sums exceeding £500.00.
- Where we must pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to an uncertified third-party. Please note that we have a duty to report any suspicious transactions to the National Crime Agency as required by statutory obligations and such disclosures cannot be passed on to you. Our duty to comply with this legislation overrides our duty of confidentiality.
- For more information see the law society's procedure on money laundering <http://www.lawsociety.org.uk/for-the-public/money-laundering-procedures/>
[Hard copies can be inspected at our office or provided to you on request]

<https://www.lawsociety.org.uk/topics/anti-money-laundering>

Practice Areas

- General Litigation
- Employment
- Probate Wills and Trust (uncontested)
- Landlord & Tenant
- Commercial & Corporate
- Professional negligence

- Family: Matrimonial Finance and Children

Hourly Rates

Dependent on the seniority and experience of your chosen lawyer our price ranges are as follows:

- Partners £300 – £450
- Associate Solicitors £250 – £350
- Assistant Solicitors £175 – £250
- Trainee Solicitors and Caseworkers £150 – £180
- Paralegals and junior assistants- £120-180

A higher rate may need to be charged if you require an urgent or out of hours consultation.

All fees quoted on this page are exclusive of VAT and disbursements.

Estimations of Fees & Expenses

We endeavour at the outset to provide accurate estimate of our fees and expense (disbursements). However, all costs and expense estimates are made in good faith and are not binding. The total amount billed for our services may be higher or lower than the estimate provided. Estimates are based on:

- The information provided to us by you;
- Your instructions;
- The volume of documents and materials to be reviewed;
- The remedy available for your matter; and
- Our general experience from previous cases of dealing with the same or similar category of issues.

We will notify you as to you once fees and expenses are agreed. If we are working on a capped-time or capped-cost basis and reach the cap, work will cease immediately on your matter until additional fees and costs have been agreed. On your instruction, a periodic review of matters possible or anticipated fees and costs will be conducted, the outcome of which will be detailed to you.

Disbursements

You may be required to pay disbursements or third-party costs, which are costs and expenses related to your matter and payable to third parties, such as experts, court fees, and Counsel fees.

Any third parties we contract to provide an additional service towards supporting your representation [examples include barrister's fees, document review support, printers and reprographic support for bundle - fees, travel costs, or court fees] are exclusive of our professional fees.

We will not contract any third parties on your behalf or in your case without first notifying you and obtaining your permission, as well as consent on agreed or estimated fees.

We do not accept responsibility for the handling of monies belonging to third parties. All barristers that we engage operate from chambers with a chambers account, and payment will always be required on account before the provision of the services. You are obliged to make this payment directly once we have provided you with payment methods and details of how

to pay. In some limited cases, we may agree to make the payment on your behalf, for which we will be reimbursed by requesting that the expense is invoiced to you directly.

Employment Pricing

Our pricing for bringing and defending claims for unfair or wrongful dismissal	Typical Cost/Range of Costs
Simple Case/Matter	£5000 - £12,000 approx. (excluding VAT)
Medium Complex Case/Matter	£10,000 - £20,000 approx. (excluding VAT)
Highly Complex Case/Matter	£20,000 - £30,000 approx. (excluding VAT)

Complex Matter and Exclusions:

A clear estimate of additional costs will be provided prior and during the course of instructions for more complex or protracted matters.

There are circumstances which may necessitate an increase in cost which include but are not limited to the following:

- Extended trial dates beyond that originally estimated
- Apply for or defending a wasted costs application
- Application to amend an interim application and/or an application to amend your claim or to provide further information about an existing claim
- An unusual number of claimants, defendants, witnesses, or documents

- If there are allegations of unfair dismissal e.g. whistleblowing cases
- Complex preliminary issues e.g. whether the claimant is disabled (if this is not agreed by the parties)

There will be an additional charge for attending a Tribunal Hearing of £250- £1000 per day (excluding VAT, charged at 20%) depending on the level and experience of the solicitor working on your case.

Disbursements

- Disbursements are costs related to your matter that are payable to third parties, such as court fees and counsel fees for which payment required on account where applicable. When possible, we handle the payment of the disbursements on your behalf to ensure a smoother process.
- Counsel's fees estimated between £1,000 to £2500.00 per day excluding VAT, charged at 20% (depending on experience and seniority of the advocate) for attending a Tribunal Hearing (including preparation)

Key stages

The fees set out above cover all of the work in relation to the following key stages of a claim:

- Taking your initial instructions, reviewing the papers and advising you on merits and likely compensation (this is likely to be revisited throughout the matter and subject to change)
- Entering into pre-claim conciliation where this is mandatory to explore whether a settlement can be reached;
- Preparing a claim or response
- Reviewing and advising on a claim or response from the other party
- Exploring settlement and negotiating settlement throughout the process
- Preparing or considering a schedule of loss
- Preparing for (and attending) a Preliminary Hearing
- Exchanging documents with the other party and agreeing a bundle of documents

- Taking witness statements, drafting statements, and agreeing their content with witnesses
- Preparing bundle of documents
- Reviewing and advising on the other party's witness statements
- Agreeing a list of issues, a chronology and/or cast list
- Preparation and attendance at Final Hearing, including instructions to Counsel

TIMESCALE

- We will advise individually on the general timescales specific to your claim, dependant on the nature and complexity of the claim. On average, a claim proceeding to a Final Hearing, may take up to 12 months dependent on a number of factors, including the Tribunal's timetable. This is just an estimate and we will of course be able to give you a more accurate timescale once we have more information and as your case progresses.

Probate Wills & Trust Pricing (Uncontested)

Fees applicable to our probate charges are dependent on the size and complexity of the estate. Our minimum charge is £3500.00 + vat and disbursements. You will be provided with a grade and range of costs at the inception of your matter following an assessment of the issues in the estate.

We will handle the full process for you. The minimum fee quote is for estates where:

- There is a valid will
- There is no more than one property
- There are no more than 2 banks or building society accounts
- There are no other intangible assets
- There are 2 beneficiaries
- There are no disputes between beneficiaries on division of assets. If disputes arise this is likely to lead to an increase in costs
- There is no inheritance tax payable, and the executors do not need to submit a full account to HMRC
- There are no claims made against the estate

Disbursements are costs related to your matter that are payable to third parties, such as court fees and counsel fees for which payment required on account where applicable. When possible we handle the payment of the disbursements on your behalf to ensure a smoother process.

Disbursements included in this fee (where applicable VAT is included at 20%):

- Probate application fee of £155 + £1.50 per copy.
- £10 Swearing of the oath (per executor)
- Bankruptcy-only Land Charges Department searches (£2 per beneficiary)
- £210 Post in The London Gazette and a Local newspaper – Protects against unexpected claims from unknown creditors.

Potential additional costs

- If there is no will or the estate consists of any share holdings (stocks and bonds) there is likely to be additional costs that could range significantly depending on the estate

and how it is to be dealt with. We can give you a more accurate quote once we have more information.

- If any additional copies of the grant are required, they will cost £1.50 (1 per asset usually).
- Dealing with the sale or transfer of any property in the estate is not included.

Timescales:

On average, estates that fall within this range are usually dealt with within 6 months. Typically, obtaining the grant of probate takes 12 weeks. Collecting assets then follows, which can take between 10 to 12 weeks. Once this has been done, we can distribute the assets, which normally takes 4 weeks. This timescale only applies where there is no inheritance tax to pay.

Complex Matter and Exclusions:

A clear estimate of additional costs will be provided prior to, and during the course of, instructions for contested and complex probate matters.

Money On Account

- In accordance with Solicitors Account Rules, all fund held by us on your behalf will be placed in a specifically designated UK bank client account.
- We will only accept payment on our account subject to express permission and agreement and our details will be supplied following such agreement. Please note that we do not accept payments made on behalf of a client by a third party without prior agreement or completing an AML check on the same. Details of any interest which exceeds £50.00 will be accounted to you. It is your responsibility to account to the appropriate tax authority for any tax which is payable on the interest.
- Oakstead Solicitors will not guarantee the solvency of any bank or financial institution in which client fund are deposited. Oakstead solicitors may not be held liable for a loss of client fund arising from the banks failure or solvency. In the event of a bank failure, for which results in the loss of your funds, a claim can be submitted to the Financial Compensation Scheme (FSCS).
- The Financial Services Compensation Scheme is the UK's statutory deposit insurance and investors compensation scheme for individual customers of authorised financial

services firms which is limited to £75,000. Further information can be obtained from the financial institution, bank, advisor or the Financial Conduct Authority (FCA).

Invoice

- All our fees in relation to hourly rate billing are charged in line with the Law Society and Supreme Court costs approved hourly rates which adopt the Senior Courts Costs Office rates weighted according to years of experience and geographical location of practice.

- A full list of the guideline can be found here:

http://webarchive.nationalarchives.gov.uk/20110218200720/http://www.hmcourts-service.gov.uk/publications/guidance/scco/previous_rates.htm

Paper copies of the same are available at and can be provided at our office.

- We confirm that all our activities will be billed along with a note of the services. This note will be in a tabulated attendance note which will comprehensively record all billable time spent on your work and the contents or summary of the service provided which includes but is not limited to the following:
 1. Attendances with you either in person or by telephone;
 2. Attendances with the other side [Includes opposing Solicitors etc
 3. Attendances with other parties (both in person or over the phone); includes witnesses, third party organisation and their staff, expert witnesses-
 4. Attendance with Counsel in writing or person-
 5. Attendance with documents, (including perusal, re-organisation, drafting, review and preparation);
 6. Travel Time;
 7. Attendance in Court
 8. Document review the perusal of documents relevant to your case;
 9. Drafting, the preparation of documents [such as statements, briefs, case summary]

Payments

All invoices are immediately payable on receipt of the invoice.

Methods of payments include:

- BACS transfer for immediate funds, the provision of a Postal order, banker's draft.

In the event that you are not able to pay the money owed to third parties who have been contracted on your behalf and with your permission, please note that the service expected of them will not be provided and this will lead to resulting in a cessation of all further services on our part. You will be responsible for any detriment arising from your failure to make payment.

Value Added Tax (VAT) Liability

- All our fees attract VAT of 20% in line with the government's regulation as set out by the HMRC. Please refer to HMRC guidance on VAT liability for parties procuring our services from abroad. On account of the fact that any services we provide to you are procured from us as a United Kingdom VAT registered company, all our services will incur a VAT charge at the HMRC approved rate.

Disbursement VAT

- Unless an exemption applies, third party services may have VAT added.
- Court fees do not typically incur any VAT liability.

Interest on Overdue Invoices

- Invoices must be settled within 30 days of the date of the invoice.
- Unless we waive our interest, in the event that the invoice has not been settled, the sum owed will be subject to a higher rate of either the interest at the High Court judgement rate or the rate pursuant to the late payment of Commercial Debts (interest) Act 1998.

Ramification for Non-Payment of Invoices

- In the event that invoices remain outstanding, Oakstead reserves the right to stop acting on your behalf until such invoices and any interest accrued is settled in full. A notification of such will be made in writing.
- All expense and fees incurred prior to the cessation of works on your matter remain due.
- Oakstead may be entitled to recover from you any costs and expense incurred pursuing or collecting any outstanding moneys owed.

Insurance and Third-Party Payment of Legal Costs

- It is advisable to refer to all of your insurances policies [including but not limited to Home and Life Insurance cover. You may be eligible to funding for your legal fees covered by a suitable pre-existing insurance policy]. If you have a home insurance or life insurance policy which provides cover for legal expenses, we recommend that you consult your insurance providers to notify them of your legal matter.

Public Funding (Legal Aid)

- We always advise our clients where to consider exploring the option of funding their case by use of the legal aid scheme where eligible. Please note that eligible clients will be referred to the law Society for recommendations as we do not provide any services on legal aid.
- Further alternatives also include the option of alternative methods of funding such as getting representation or advice from the Citizens Advice Bureau or other pro bono centres within the area.

Fee/Retainer Agreement

- You may end your instructions to us in writing at any time. Please note that we will retain your papers and documents while there is still money owed to us for fees and expenses.
- We may decide to stop acting for you only with good reason. We must give you reasonable notice that we will stop acting for you. If you or we decide that we should stop working together, you will pay our charges up until that point. The only exception to this reasonable notice period applies where there may be professional conduct related concerns.
- These charges are calculated on [an hourly basis plus expenses/by a proportion of the agreed fee] as set out in these terms and conditions.
- Invoices: It is your responsibility to terminate any further instructions for any proposed services if you are of the view that you will be unable to satisfy any outstanding work already incurred. You are required to ensure that you honour any costs obligations incurred for our services. Our office operates a policy of non-implementation in circumstances where you fail to make adequate provision for the costs of our services within a reasonable time frame as required.

- Please note that we do not accept any instructions in circumstances where there are outstanding fees and any correspondence received in circumstances where you have outstanding costs which are unpaid or overdue effectively will be automatically deemed as invalid unless otherwise agreed with you expressly.

Recovery of Costs/Other Party Charges and Expenses

- In certain matters, the cost of representing you may be recoverable from the other side either by order of a court or by agreement in the course of dealing with the other side through a settlement.
- Please be aware that the sum recovered may be less or more than the costs you have paid for in your matter. This is dependent on the method of the assessment and costs are at the complete discretion of the court or party awarding the costs. You are responsible for the net difference [benefit or detriment] in the value of the costs paid for our services and the costs recovered.
- We are entitled to recover the net difference in instances where the services offered to you have outstanding bills which are yet to be paid or may have been deferred. In other words, any unpaid bills at the conclusion of your matter are fully recoverable irrespective of the outcome or the value of any potential costs awarded by the court. Under the terms of our agreement, they are payable to us at the full rate which will be the difference in the sum you have paid and the uplift approved by the court.
- In the event that it is necessary to get a costs assessment by a Judge to recover an appropriate value for your costs from the other side, please note that the court will charge a fee for the costs of conducting the assessment.
- It may also be necessary to transfer your file to a costs draftsman who will usually charge a fee for assessing the value of the work conducted before it is submitted to the court.

Please note that you are liable for the payment of the fees for the court's costs as well as the draftsman's fees where applicable.

Limitation of Liability

Terms of client relationship: The client's relationship is solely with Oakstead Law Limited, which has sole liability for all work undertaken. Directors, consultants, barristers, employees are not personally liable for any work undertaken contractually or otherwise and do not assume any personal liability for any work undertaken.

Documentation & Paper Storage

- If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not usually charge for such retrieval.
- However, we may charge you both for:
 1. Time spent producing stored papers that are requested;
 2. Reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

Complaints Procedure

- We aim to ensure the highest level of service delivery for our clients and we always endeavour to learn from any issue our client raises with us. Our goal is to improve the standard of service we give to all our clients. However, if you are unhappy with the level of our service delivery in this matter, you must first raise it with your Caseworker promptly in writing. On receipt of this complaint, we will endeavour to provide a response within 10 working days
- If you are still unhappy after your meeting with your Caseworker, then you can formally make a complaint to Ms Elizabeth Bamigboye who is our external complaints consultant on [complaints@oaksteadlaw.com] Ms Elizabeth Bamigboye is a Solicitor and any information you provide to him will be protected under our confidentiality policy.
- You should also be aware that if you are not able to resolve the matter with the practice or with our nominated Consultants, you have a right to take your complaint to the Legal Ombudsman at their address PO Box 6806 Wolverhampton WV1 9WJ. Their telephone number is 0300 555 0333. For more information, please visit their website on <http://www.legalombudsman.org.uk/>

Your Responsibilities

- As part of our ability to continue to work for and with you on your matter; it is essential that we are provided with proper instructions. We require that we must be able to fundamentally trust all representations that you provide to us, in the absence of which we shall be obliged to discontinue our services.
- We also require from you a list of the following specific obligations (but not limited to) as part of our ability to fulfil our obligations to you:
- You must:

- I. Give instructions that allow us to do our work within a reasonable timescale;
- II. Not provide instructions without satisfying us with evidence/ability/means to pay for the cost of our services or making an informed choice in relation to our cost agreements;
- III. Provide instructions which are consistent with our obligations under the code of conduct and also ensure that any allegations made about any other parties are substantiated with appropriate evidence; you must demonstrate a willingness to cooperate with the verification of the evidence prior to requests for action on our part;
- IV. Not ask us to work in an unreliable or unreasonable manner; this includes the right to refuse representation in matters that contravene our terms of engagement;
- V. Make adequate and secure provision for the payment for the services of any 3rd parties directly and on time within the required deadline; this includes fees for barristers, court fees, expert witnesses and other professional disbursements such as printing costs, bundle preparations, courier fees/ post etc;
- VI. Not deliberately mislead us;
- VII. Co-operate with us, this includes providing the time to attend our office or contact us to give necessary instructions and consider advice in conference; it equally requires that you respond to any correspondence by way of phone calls, emails or text etc.
- VIII. Comply with the terms of any court orders which include the settlement of costs ordered as payable to the other side if so directed by a court; pay the costs of the other party if you lose.