

Date: 17 October 2025  
Our ref: RP2900  
Your ref:



[www.benchmark-solicitors.co.uk](http://www.benchmark-solicitors.co.uk)

The Gate House  
Cliffords Inn Passage  
London  
EC4A 1BL

Tel: 02034 054 540  
Email: [info@benchmark-solicitors.co.uk](mailto:info@benchmark-solicitors.co.uk)

KG Project Ltd  
66 Moyser Road  
London SW16 6SQ

Dear Sirs

**Flat 14, 14-16 Carroun Road, London SW8 1JT**  
**Information for client**

We are very pleased that you have chosen to instruct Benchmark Solicitors LLP. We pride ourselves on providing the highest quality of service possible, and ensuring that client expectations are met. To demonstrate our commitment to client care we set out below details of your instructions to us; our initial advice as to the potential risks involved; our initial estimate of your costs; and the estimated timescale for completion of your matter.

Your Instructions

We understand you want us to act for you in seeking to resolve the disrepair matter at the property.

Our Advice

We have warned that the risks involved in this action are:

- the risk of being unsuccessful at trial
- the risk of having to pay the other side's legal fees
- the risk of being successful but not being awarded what you expect or the amount you seek
- the risk of being successful but not being awarded all of your legal fees (or any part) by the court
- the risk of being successful and not being able to recover all of the sums awarded (or any part) under a judgment;

We must point out that in any litigation matter you have a duty to disclose all relevant documents which support or adversely affect yours or your opponent's case. Please retain all relevant documents as we these will need to be made available as the case progresses.

Documents include all emails, text messages, and other electronic data as well as hard copy papers including letters and documents.

### Your Costs

Ross Paterson will have day to day conduct of your case and will be your Designated Solicitor. Your Designated Solicitor is a member of Benchmark Solicitors LLP which is a limited liability partnership. Please contact your Designated Solicitor either by telephone or email; the email address is [forename.surname@benchmark-solicitors.co.uk](mailto:forename.surname@benchmark-solicitors.co.uk).

Your Designated Solicitor's hourly rate is £300 exclusive of VAT, at the current rate of VAT your Designated Solicitor will charge £360 per hour inclusive of VAT.

Although, your Designated Solicitor is primarily responsible for your case, work may be undertaken by other solicitors at this practice. The hourly rates (exclusive of VAT) of the other solicitors at this practice are as follows:-

- Paul Rogers - £250 + VAT
- Louise Delgado - £250 + VAT

The above estimate of our fees does not include provision for disbursements such as court fees and counsel's fees which will be charged in addition to our fees.

The above estimates of our fees, and any disbursements will be updated at each stage of the matter, usually when a bill is sent for a previous period.

You may be able to obtain legal aid. We strongly suggest you contact the Legal Services Commission to enquire as to whether legal aid is available for your matter. You can contact Community Legal Advice on 0845 345 4 345 or by email to [emailhelp@communitylegaladvice.org.uk](mailto:emailhelp@communitylegaladvice.org.uk) for more information.

### Timescales

We would note that these estimates are contingent upon the listing of hearings by Her Majesty's Courts and Tribunals Service and the level of co-operation we experience from your opponent. We will always endeavour where possible to progress the matter as quickly as possible, but please bear in mind that listing and progression of a matter is always subject to these considerations.

We attach our standard terms and conditions and ask that you please read these carefully and sign and return the acknowledgment slip attached to this letter.

Yours sincerely

Benchmark Solicitors LLP

**BENCHMARK SOLICITORS LLP**

## **BENCHMARK SOLICITORS LLP - TERMS AND CONDITIONS**

We set out below our standard terms and conditions. You are contracting with Benchmark Solicitors LLP which is a limited liability partnership registered with Companies House under registration number OC372424. The registered address of the LLP is The Gate House, 1 Cliffords Inn Passage, London, EC4A 1BL. The Members of the LLP are Mr Paul Rogers and Miss Louise Delgado.

### **Responsibility for your case**

To deal with your case we need your help and need to work with you. We consider our instruction to be a two way relationship. We pride ourselves on engaging our clients with their matter, and require your input at every stage to make this possible. Ultimately we believe the more that we and you put into a matter, the more likely we are to achieve a suitable outcome.

Your Designated Solicitor stated in the cover letter will have the day to day conduct of your case. Our aim is to get as satisfactory a result as is possible in the circumstances. If you have any queries about your matter, please discuss it with this person directly. If your Designated Solicitor is away from the office and you need to speak to someone urgently then you can ask to speak to another member of the firm's staff who will endeavour to assist - all staff members' email addresses are set out in the following format forename.surname@benchmark-solicitors.co.uk. However, please bear in mind that your Designated Solicitor has overall responsibility for your case.

The Courts and Tribunals Service set guideline hourly rates for solicitors fees depending upon location and the level of experience of the solicitor. Solicitors are graded A-D and by location. The grades are as follows:

- A Solicitors, over 8 years qualified experience.
- B Solicitors or Legal Executives (FILEX) over 4 years qualified experience.
- C Other qualified Solicitors or Legal Executives.
- D Trainee solicitors, paralegals or equivalent

Mr Paterson (member) is currently classified as a Grade A solicitor. Mr Rogers (member) and Miss Delgado (member) are currently classified as Grade B solicitors.

This practice is located in London EC4 which is classified as Central London. The applicable rates at the date of writing are as follows:

- A £409
- B £296
- C £226
- D £138

When a bill is assessed by the court following a judgment or a settlement is reached including a figure for legal fees, solicitors fees are always determined by reference to the Guideline Rates.

## **Our Duties**

As a practice, and as solicitors our principal duty is to you, our client. We also have a duty to the Court. In the event of a conflict between you and the Court, such as the risk that your instructions would require us to be complicit in misleading the Court, then we will no longer be able to act for you. We refer you to our termination provisions below in this regard.

## **Our Charges**

Unless we have signed a Conditional Fee Agreement (which defers your liability for payment of fees) it is important for you to understand that you have to pay your solicitors' costs and any other legal costs as they fall due. Unless a Conditional Fee Agreement is entered into, liability for payment of your solicitor's costs exists irrespective of the outcome of the case.

Any monies received from your opponent will be a contribution towards your costs. It is usual for there to be a legal costs which are not recovered from your opponent. Irrespective of the amount of the costs recovered (if any) you will remain liable for your legal fees.

Unless a fixed fee arrangement has been agreed (details of which will be in the covering letter), our fees are calculated by reference to the time spent dealing with the case. The hourly rates set out above are chargeable for all time (including travelling and waiting time) spent on your case and are exclusive of VAT. Our hourly rates are reviewed and usually increased on 6<sup>th</sup> April each year; we will contact you to notify you of any change.

Disbursements (expenses, e.g. court fees; experts and barristers fees; travel; photocopying; etc) are chargeable in addition to our fees. We will advise as to the costs of these disbursements as the matter progresses. We will require you to deposit the necessary funds with us before disbursements over £25 are incurred.

Routine letters and emails that we write or receive, and routine telephone calls that we make or receive, will be charged as units of 1/10<sup>th</sup> of an hour (units of 6 minutes). All other work which involves more than 6 minutes will be charged on the actual time spent in units of 6 minutes at the hourly rates stated above. For instance timed work of 27 minutes, will be charged as 5 units.

We will ask you to make regular payments in respect of your legal costs. We may send (or you may ask for) an interim invoice at intervals; this shows the amount we have billed you. We will also provide a detailed breakdown of the work undertaken with each interim bill; this shows the actual value of the work so far undertaken.

Invoices are due for payment within 7 days of being issued. If accounts are not paid within 28 days of the issue date, 8% interest will be charged for late payment from the due date.

**Please note:** we reserve the right to retain all papers/documents until our account is settled.

## **Conditional Fee Agreements (no win no fee)**

We may be able to offer or have already offered to you a "no win no fee" arrangement. Such an arrangement must be set out in a written agreement before it can take effect.

If we are considering whether to offer a no win no fee agreement in your matter we will provide you with a guide to these agreements (updated in April 2013) so that you may decide whether or not to proceed. We will also set out the costs comparison between this and private funding. We will always finalise the agreement with you in writing before the agreement takes effect.

### **Orders for Costs**

Orders for costs are not always made, for instance if the matter is settled before issuing a claim then no order will be made. There may be a settlement agreement reached, which includes provisions for costs. Such settlement agreement can eventually become a court order by obtaining a judgment. Obtaining orders or agreements for your opponent to pay your legal costs does not mean that you will always receive the payment.

If your case is a civil case in the High Court or County Court, and you are successful, the Court may order your opponent to contribute to your costs. In practice, you usually obtain an order to be paid a good part, but not all, of the costs you have incurred. As a rough guide we would estimate that the usual order is for the losing party to pay 70% of the successful party's costs. In making an order for costs in favour of the successful party the court will consider any settlement offers made. The court may deny a successful party their costs should it consider an offer should have been accepted and the matter has been unnecessarily pushed to trial – this is usually where the trial has resulted in the same or a worse outcome than the settlement offer made.

If your case is unsuccessful, you may have to pay or contribute to your opponent's costs. It is difficult for us to advise the amount of your opponent's costs at this stage. As and when estimates are received from your opponent these will be passed to you.

In all cases in the County Court and High Court, you will be required to file a costs budget with the court for approval. We will go through the budget carefully with you and seek to agree it prior to the first case management hearing. It is important to realise that save for unexpected items, the court will only consider whether to award costs as stated within the budget if you win your case, and then only on a basis of 70-80% recovery in most cases. It is vital that you assist us with the budget.

Not all Courts or Tribunals make orders for costs. The Immigration Tribunal does not have any power to make orders for costs. Generally cases brought in the Employment Tribunal or the Leasehold Valuation Tribunal do not have any costs consequences - unless parties are found to have acted vexatiously or the claim was brought frivolously. Furthermore in cases brought in the County Court which are allocated to the Small Claims Track (usually claims of less than £5000 – although this limit is subject to change) there can be no order for costs apart from the recovery of court fees.

Even if your opponent is ordered to contribute to your costs they may be unable to pay. If you are unable to enforce an order for you to be paid your legal costs, it is important that you

are aware that you are still liable for your own legal costs. Also, if your opponent is legally aided the Court may not order them to pay costs, even if they lose.

Solicitors are obliged to advise clients to consider Alternative Dispute Resolution (ADR) e.g. mediation, arbitration etc. ADR is an alternative to litigation, and often helps parties to resolve their disputes quickly and cost effectively. You should be aware that the court may also impose costs penalties on parties who unreasonably refuse to engage in ADR.

Costs is a complex subject. We cannot mention every aspect here. If you need more details, ask us.

### **Legal Aid (Public Funding)**

This firm does not have a contract with the Legal Aid Agency (sometimes referred to as a legal aid franchise) which means that we cannot do any Legal Aid work for you.

If you wish to explore whether Legal Aid is available to you please contact The Legal Aid Agency(LAA). Their website is [www.gov.uk/legal-aid](http://www.gov.uk/legal-aid) and their telephone number is 0300 20 2020.

### **Legal Expenses Insurance – Cover for Legal Fees**

You may have an insurance policy which covers your legal expenses and if so, give us details so that we can contact your Insurers. If you are not sure, check your home insurance and any other policies you have e.g. motor insurance; you should also check with your credit card providers. You may be surprised to find legal expenses cover that you did not know you had. If you do not have such insurance, we may be able to get you “after the event” insurance, i.e. for a premium, insurance to cover both your own costs and any costs you may have to pay your opponents; ask for details.

You are still liable for our costs, even if you have such insurance.

### **Legal Expenses Insurance – Securing a Policy**

If in the course of this matter you want us to help you take out an insurance policy, will you please note that this firm does not recommend any particular insurance policy and it is for you to decide which policy provider to use. We do not conduct a market comparison of the many policies and insurance providers that exist. You should consult an insurance broker or an independent financial adviser if you want to carry out a market comparison.

This firm is not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activities, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by The Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at <http://www.fca.org.uk>.

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions.

### **Disclosure of Documents**

Your duty of disclosure commences from the outset of any potential dispute. Therefore it is currently running and you must retain all material and documents (including emails, text messages and voicemails) relevant to your case. You have a duty to disclose all relevant material irrespective of whether it supports or undermines your case or the other side's case.

Once court proceedings have started, we usually have to produce a list of all documents relevant to the dispute which are or have been in your possession or control. Your opponent is entitled to copies of these documents. Please retain copies and originals of any documents as we will request these from you at the appropriate time.

### **Storage of Papers and Documents**

Apart from file notes which we produce, your file belongs to you. If you do not ask for the papers to be returned to you at the conclusion of your matter, we will keep our file of papers for no more than 6 years after our final work on the matter. We keep the file on the understanding that we have your authority to destroy it 6 years after the date of our final work. If you ask us within this period to retrieve the file from storage then we may make a charge for this.

We again remind you of our right to retain your paperwork until all bills have been settled.

### **Keeping you Informed**

In order to keep costs to a minimum, we try where possible to communicate with you via email. We also copy email correspondence to you with other parties to the matter. If you do not wish to be copied in to these emails please let us know. If, when you receive such copy letters or emails and you have any queries, please contact us.

### **Complaints, Assessment of Costs by the Court and Banking**

Benchmark Solicitors LLP is committed to high quality legal advice and client care. We are regulated by the Solicitors Regulation Authority (the regulatory body authorised by the Law Society). If you are unhappy about any aspect of the service you have received, or about the bill, please initially contact your Designated Solicitor on 020 3405 4540. If you are not satisfied with this please contact another member of the LLP as stated at the top of these terms and conditions. We have a procedure in place which details how we handle complaints which is available on request. If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman to consider it by writing to them at PO Box 6806, Wolverhampton, WV1 9WJ or by email to [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk).

Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint and within six years from the



date upon which the complaint arose or alternatively within three years from the date when you ought reasonably to have known there were grounds for a complaint to be made. Further details can be found at <http://www.legalombudsman.org.uk/>.

If you are not satisfied with our charges please refer to our complaints procedure in the above paragraph for details on making a complaint. You may also have a right to object to our bill by applying to the court for assessment of the bill under Part III of the Solicitors Act 1974. If you have instructed us to act in relation to court proceedings which have already been issued or in relation to proceedings before the Lands Tribunal, the Employment Appeal Tribunal or the Court of Protection then the nature of the work is 'Contentious Business'. You may apply for assessment of an invoice by the court. You should do so within 1 month of delivery of the invoice (although the Court has power to assess an invoice on our application or yours made after 1 month but within 12 months from the delivery of the invoice). After 12 months, or if you have paid the invoice, the Court will accept your application only in special circumstances. The Court has no jurisdiction under the Solicitors Act 1974 to assess the invoice beyond 12 months after you have paid it. The Solicitors Act 1974 contains other detailed provisions about the procedures and costs of the assessment of invoices and the rights of third parties.

Please note however; a complaint does not avoid liability to pay our invoices and we are entitled to charge interest on the outstanding amount of the invoice in accordance with Article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009.

### **Bank**

Benchmark Solicitors LLP banks with HSBC UK Bank ("the Bank").

### **Limitation of Liability**

**Benchmark Solicitors LLP has professional indemnity insurance cover for claims up to £3 million. Any liability for claims in excess of £3 million is hereby excluded.**

### **Professional Indemnity Insurers**

Benchmark Solicitors LLP is insured through Chancery Pii, a trading name of Six Clerks Insurance Services Limited who are an appointed representative of Miller Insurance Services LLP which is authorised and regulated by the Financial Conduct Authority. Six Clerks Insurance Services Limited is registered in England and Wales Reg. No. 08517341, Registered Address: 70 Mark Lane, London, EC3R 7NQ.

### **Hours of Business and Urgent Contact Out of Office Hours**

Our office is open during normal working days, Monday to Friday, from 9.00 am until 5.30 pm. If there is an urgent need to contact us out of office hours please email your Designated Solicitor who should have access to their emails through their telephone, please mark any emails as urgent in the subject box. Please can you also provide a contact telephone number in any urgent out of hours e-mail message.

### **Equal Opportunities**

Benchmark Solicitors LLP is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees.

### **Data Protection and Confidentiality**

We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- a. updating and enhancing client records
- b. analysis to help us manage our practice
- c. statutory returns
- d. legal and regulatory compliance

Our use of that information is subject to your instruction, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers or organisations which we are required by law to provide information to such as the National Crime Agency.

You have a right of access under data protection legislation to the personal data that we hold about you. We may send you information from time to time which we think might be of interest to you. If you do not wish to receive that information please notify us in writing.

### **Your Duty of Confidentiality**

Our advice and other communications with you are confidential and may not, without the firm's consent, be disclosed to any third party.

### **Outsourcing/Email Dictation**

Sometimes we ask other companies or people to do typing/photocopying on our files to ensure this is done promptly. We use reputable organisations that adhere to the need for confidentiality. If you do not want us to use such organisations in relation to your matter, please notify us as soon as possible.

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

If we have not met you either in person (because, for example, instructions and signing of the contract documentation is taking place by telephone/mail, e mail or online) or we have taken instructions and a contract has been concluded away from our business premises (because, for example, we have met with you at home) and the contract was entered into on or after 14 June 2013, you have the right to cancel your instructions without any cost to you within 14 calendar days of entering into the contract.

Should you require us to commence work on your matter within the 14 day cancellation period (because for example of the urgency of the case) you will need to confirm your agreement for us to proceed with your matter by signing and returning a copy of this client

care letter or by confirming your instructions by email or post. A “Notice of Right to Cancel” document is included with this document. To exercise your right to cancel, you will need to either complete and return the page of the Notice headed “Cancellation” or exercise your cancellation rights by any of the other means specified in the Notice.

### **Termination**

You may terminate this agreement at any time by giving notice in writing.

We may terminate this agreement immediately by written notice in any of the following circumstances:-

- If you fail to make any payment requested or due to us within 7 days;
- If you cease to provide instructions in relation to any matter concerning your case;
- If a risk of a conflict of interest or actual conflict of interest arises which prohibits this firm from continuing to act;
- If a situation arises which would result in a breach of our professional duties prohibiting the firm from continuing to act;
- If you do any act which is illegal relating to your case;
- If you die or become bankrupt; or
- If there is breakdown of mutual trust and confidence between us and you.

In the event of termination by you or by us we will send you an invoice for any remaining work which is unbilled at the date of termination. Such an invoice is due for payment in accordance with the terms set out in “Our Charges” above.

### **Choice of Law**

You agree that any dispute or legal issue arising from our terms of business will be governed by the law of England and Wales, and will be submitted to the exclusive jurisdiction of the English Courts.

### **Interest upon Client Account Money**

Any money received on your behalf will be held in our client account. Interest will be calculated and paid to you at the rate set by the Bank in relation to the account. That of course may change. The period in respect of which interest will be paid normally runs from the date(s) when fund are received by us until the date(s) of payment issued to you. The payment of interest is subject to a minimum of £20.

### **Financial Arrangements**

Our practice’s policy is to only accept cash up to £1000. Larger payments must be made by cheque or bank transfer.

Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

### **Conclusion**

Unless otherwise agreed, these terms of business apply to this and any future instructions you give us.

**Your continuing instructions in this matter will amount to your acceptance of these terms and conditions of business including the limitation of liability set out above.**

Even so, we ask you to please sign and date the terms where provided below and return it to us immediately.

or;

Respond by return of email to our email attaching these terms

This will act as confirmation of your agreement for us to act for you upon these terms. We can then be confident that you understand the basis on which we will act for you.

We hope that by sending this letter we have addressed your immediate queries about the day-to-day handling of your work and our terms of business. If you still have any queries, please do not hesitate to contact us.

This is an important document: please keep it in a safe place for future reference.

It is not possible to set out here all the various points that might arise in the course of a case. We will discuss such matters with you as they arise. But if you have any queries please ask us.

**BENCHMARK SOLICITORS LLP**

**Client Name .....**

**Client Signature.....**

**Dated.....**

**The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations**  
**2013 – Notice of Right to Cancel**

**To:**

Benchmark Solicitors LLP, The Gate House, Cliffords Inn Passage, London, EC4A 1BL

**From:**

.....

**Address:**

.....

I/We hereby give you notice that I/we wish to exercise our right to cancel our instructions to Benchmark Solicitors LLP given on .....[INSERT DATE].

**Signed:** .....

[PRINT NAME] .....

**Date**.....

This notice may be sent to us by post or by email to [info@benchmark-solicitors.co.uk](mailto:info@benchmark-solicitors.co.uk)