



***CLIENT INTEREST POLICY***

The firm will pay a sum in lieu of interest (“compensation”) to clients where the firm holds money in a general client account on their behalf in the course of providing legal services and calculated using the interest rates below. We will calculate and normally pay compensation when your matter has been concluded unless it is fair and reasonable to pay compensation at intervals throughout given the particular circumstances of your matter.

The amount paid is gross, without deduction of tax. It will be taxable in the client’s hands and it is the client’s responsibility to declare this to HM Revenue & Customs (“HMRC”). For non-UK resident clients it is the client’s responsibility to declare it to their applicable tax authority.

Compensation is only paid on cleared funds held in the client bank accounts. Cheques are generally cleared for interest purposes on cheques 4 working days after receipt, on BACS and card payments after 3 working days and on CHAPS and Faster Payments from the day of allocation.

We will not account to you for any compensation in the following situations:

- 1) on money which is held for the payment of a professional disbursements if the person to whom the money is owed has requested a delay in settlement; or
- 2) on money held for the Legal Services Commission; or
- 3) if there is an agreement to contract out of the provisions of this policy (e.g. if the money is held by us on an escrow/temporary basis or to the order of a third party and it has been agreed how we should account for interest on it); or
- 4) you have notified us that you cannot accept interest on religious or other grounds; or
- 5) if the calculated compensation is £20 or less.

**Administration cost**

The firm reserves the right to charge an administration cost covering the time to calculate the compensation due then apply the compensation to your client account and pay it to you. In addition, we are obliged by HMRC to record the names and addresses of all clients to whom compensation is paid and retain that information for at least 6 years. We reserve the right to make a charge of £50 + VAT to cover administration. We will assume that where compensation due is

£60 or less that you will not wish to receive any compensation. Where the amount due is more than £60, we will deduct our administration fee and account to you for the balance.

### **Amount of interest**

In calculating compensation due we will apply a rate which reflects the market rate of interest paid on the instant access current accounts offered by our bankers. Money held by the firm is incidental to the legal work undertaken and the firm does not act as a financial advisor investing funds for the best rate. Therefore it is likely that the rates of interest payable by the firm will not be as high as clients might obtain for themselves.

### **Interest rates:**

<b>Type of transaction</b>	<b>Gross % Interest Rate Paid</b>
Probate	0.00%
Non-Probate	0.00%

Clients have the right to seek alternative arrangements to hold their funds privately during the course of a transaction, except where we have requested a payment to us on account of fees and/or expenses. Where a client organises such special arrangements we reserve the right to charge, at usual solicitor charge rates, for any reasonable additional time costs or third party costs that we incur in implementing your request in respect of your funds.

### **Designated deposit accounts**

Interest / Compensation will be paid on client monies held on separate designated deposit accounts in line with the interest actually credited to those separate accounts.

**This interest policy will be reviewed on an annual basis to ensure that a fair and reasonable outcome is achieved for both clients and the firm.**