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## Terms of Business Information Sheet

Version 2

This document explains who we are and the services which we will provide to you. It should be read with our sales proposal letter or email which you receive from us at the commencement of our relationship. Where the terms in the proposal letter differ from this document, the terms of the letter will apply.

### About us

CST Law is the trading name of Credit Style Limited, a company registered in England under registration number 6133356. We are a law firm which is authorised and regulated by the Solicitors Regulation Authority (SRA). Our SRA registration number is 639830. You can access the professional rules which apply to us from the SRA website, <https://www.sra.org.uk/solicitors/standards-regulations/>

### Our agreement with you

- We will act on your behalf and in accordance with the scope of your instructions as evidenced in the proposal letter that we send you at the beginning of our relationship. We may also send you a client care letter for a specific matter that requires attention.
- We will only act on instructions from the agreed nominated person within your organisation unless we receive delegated authority in writing.
- We will keep you updated at regular intervals.
- We will advise you of who will be dealing with your matter and the individual with overall responsibility in your client care letter.
- Our office hours are 09.00 to 17.30. We make every effort to ensure that your telephone calls, letters and emails are returned as soon as possible.
- You can contact us on telephone number 0114 290 1400 or by email on [legal@cstlaw.co.uk](mailto:legal@cstlaw.co.uk).
- The scope of the services we will perform are described in the proposal letter. We do not act as your tax advisers.

### You agree

- You will give us full, honest, proper and prompt instructions.
- You will assist us by responding promptly to any requests for information.

- You will comply fully with court orders and not mislead or attempt to mislead the court or third parties.
- You will otherwise act reasonably in your dealings with us and not knowingly or recklessly put us in a position where we act illegally or otherwise in breach of the duties we owe others.
- If you are a limited company, we reserve the right to require one or more of the directors and/or controlling shareholders to sign a personal guarantee for our legal fees and disbursements. This requirement may arise at the outset of a matter or during the course of our involvement. If this request is refused, we will be entitled to stop acting and in these circumstances we will be entitled to immediate payment of our costs.

## Costs

- We will ensure that you receive the best possible information about how your matter will be priced both at the beginning of the matter and when appropriate as the matter progresses, about the likely overall cost of the matter, and about our legal fees and any disbursements. Specific costs in respect of your legal actions are provided in the proposal letter.
  - The cost is made up of our legal fees, disbursements and any additional costs as follows:
    - **Our legal fees –**
      - (1) We describe the range of legal fees on our website <https://www.creditstyle.co.uk/services/legal-collection/> and we provide you with more detail about the legal fees in the proposal letter.
      - (2) In addition, and only if applicable, we will add Solicitors Fixed Costs (SFC) on to each claim, judgment and enforcement as prescribed by HM Courts and Tribunal Service. Where SFC are successfully recovered from the defendant, we will pay the full amount recovered (including the solicitors fixed costs) to you and if necessary raise a corresponding invoice to you for the SFC recovered.
    - **Disbursements** – these are the sums which we pay (including any VAT) to a third party on your behalf. These are invoiced during the case and we request that you settle these promptly. The typical disbursements in your matter are described in the proposal letter.
    - **Additional costs** – we will let you know if any extra work becomes necessary and additional costs are incurred. We reserve the right to charge by reference to the time spent on a matter if:
      - (1) the case is more complex because it is defended or otherwise contentious, or
      - (2) if your instructions, or the scope of the work, change. In these circumstances, we will confirm this charging rate with you and keep you regularly updated about likely overall costs. Our charges are calculated by reference to time spent and on an hourly rate currently as follows:
        - Paralegals - £90 plus VAT per hour
        - Solicitor/director - £145 plus VAT per hour
- This hourly rate is reviewed periodically, and we will provide you with prior written notice of any changes.

- **Other party's costs** - If your matter proceeds to litigation then your opponent may be ordered to pay a contribution towards your legal costs and expenses if you are successful. The usual rule is that the losing party is ordered to pay a substantial contribution towards the winning party's costs. If that contribution cannot be agreed, the contribution is assessed by the court and is usually somewhere in the region of 60% - 90% of the successful party's costs. You should therefore be aware that even when a party is wholly successful in the litigation there is always an element of irrecoverable costs, for which you remain responsible. If your opponent is ordered to pay some or all of your legal costs interest can be claimed from the other party from the date of the judgment. It is possible that you may be ordered to pay an element of your opponent's legal costs if you lose all or part of your case. These monies will be payable in addition to our costs.
- We may at any time request a payment on account of costs.
- All monies received on your behalf are held in a client account as required by the SRA Solicitors Accounts Rules. We will pay a fair sum of interest where it is fair and reasonable to do so.
- We will invoice you on a weekly basis unless otherwise agreed. If for any reason you are unhappy about any bill you receive from us, please let us know as soon as possible. You may also have a right to object to the bill by making a complaint to the Legal Ombudsman (or the Office for Legal Complaints) and/or by applying to the court for an assessment of the bill under Part III of the Solicitors' Act 1974. We reserve the right to charge you interest for any period during which all or part of a bill remains unpaid.
- We are entitled to exercise a lien and hold on to money, papers or other property belonging to you which may be in our possession until payment in full has been made to us of all outstanding costs (fees and disbursements).
- You should be aware when asking us to discontinue court proceedings that it is open your opponent to make a claim for their costs, which may in turn may also result in you incurring additional costs on our part.

### **Regulatory and Legal Obligations**

- We comply with the SRA Standards and Regulations and will not be able to act for you, or on specific instructions, if these place us in breach of our regulatory and professional duties.
- We comply with all applicable anti-money laundering and related legislation. We apply risk mitigation measures so that we do not accept cash payments over £500.00, any sums due from you will be paid by cheque or bank transfer from your own account, and we will not make payments out to third parties at your request unless this payment relates to the legal service we are providing.
- Credit Style Limited is authorised and regulated by the Financial Conduct Authority and our Firm Reference Number is FRN 682790. Details can be found on the Financial Services Register at [www.register.fca.org.uk](http://www.register.fca.org.uk). We offer consumer credit services.
- We are also able to offer a limited range of exempt regulated services to clients if the services are an incidental part of the professional services you engage us to provide. In providing these incidental services we comply with the Solicitors Regulation Authority's Standards and Regulations.
- All information we hold concerning you will be held and processed by us strictly in accordance with the provisions of the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, The Electronic Commerce (EC Directive) Regulations 2002 and the General Data Protection Regulation 2018. For more information on

how we process your data, please refer to the Privacy Policy on our website, [www.creditstyle.co.uk](http://www.creditstyle.co.uk).

### **Confidentiality and outsourcing**

- We must keep clients' information confidential. Except when required by law, we will not disclose information about you to third parties without your consent. However, by instructing us, you agree we may disclose information to third parties working on your behalf (i.e. expert witnesses, barristers and other professional advisers).
- Occasionally we may outsource certain tasks. We may send bulk photocopying to copying contractors where this will be more cost effective. We may also, in court cases, send your papers to a law costs draftsman to prepare a bill of costs for assessment. When we do so we ensure that the contractor treats the papers confidentially.

### **Equality and Diversity**

- For a copy of our equality, diversity and inclusion policy, please email [carissasmith@creditstyle.co.uk](mailto:carissasmith@creditstyle.co.uk)

### **Termination of your instructions**

- You have the right to cancel this contract within 14 days of the date of receipt of the proposal letter without giving us any explanation. To do so, you can let us know by letter or email. To meet the cancellation deadline, it is sufficient for you to send your letter or email before the cancellation period has expired. If you cancel we will reimburse costs received from you without undue delay and not later than 14 days after the day on which we are informed about your decision to cancel this contract and to the extent that they have not already been paid out on your behalf as instructed. If you requested us to begin the contract during the cancellation period, we will charge you for the work done.
- In addition to this, you may terminate your instructions to us at any time by sending us notice in writing. If there are monies due to us for our costs or for work in progress, then we may keep your papers until these costs are paid.
- We may cease acting for you if you do not pay our invoices, provide us with monies on account when requested to do so or if you fail to provide us with instructions such that we can no longer protect your interests. We may also cease acting for you if a conflict of interest arises or other professional conduct requirement prevents us from continuing to represent you. We will only cease to act for you with good reason and, where possible, by giving you a reasonable notice period.

### **Storage of your papers**

- We are entitled to keep any papers and documents whilst there are monies due to us.
- We will store your file in our archive for 6 years after the completion of your matter, after which we may destroy the file without further notice to you. We reserve the right to store your file electronically and to destroy the original.

## **Complaints procedure**

- We aim to provide you with a high level of satisfaction with the work we carry out for you and welcome your comments at any time during the work or after it has been completed.
- If you have any concerns, please raise them with the person dealing with your matter. If your concerns remain unresolved, you may raise them with the individual with our Legal Services Director, who will investigate the matter in accordance with our Complaints Procedure, a copy of which is available on request. We will try to resolve your complaint quickly and fairly and in any event within 8 weeks. If you are not satisfied by our response, you may refer the matter to the Legal Ombudsman to consider the complaint. There are timescales for referring complaints to the Legal Ombudsman. Normally, you will need to do this within six months of our final written response to your complaint. The contact details for the Legal Ombudsman are as follows: Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ, Telephone: 0300 555 0333, Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk), Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

## **Limitation of liability**

- We maintain professional indemnity insurance cover in accordance with the Solicitors' Indemnity Insurance Rules.
- Our maximum liability for loss or damage, breach of contract, breach of trust, negligence or otherwise (with the exception of fraud) is £3m for any one transaction/matter or series of connected transactions/matters, unless a higher amount is stated in the letter that accompanies these terms and conditions.
- We limit our liability as far as the law permits. We will not be liable for any loss, damage, costs or expenses of an indirect or consequential, special or exemplary nature, including without limitation any economic loss or other loss of turnover, profits, opportunities, business or goodwill.

## **Proper Law**

- English law will apply to all services provided by us.