

## ERSAN AND CO SOLICITORS GIFT POLICY

- i) This policy does not apply to any Personal Injury Claims, including any claims or counterclaims which arise out of or relate to physical injury, death, illness or physical or mental impairment.
  - ii) The firm's gift policy applies to eligible Immigration, Family and Conveyancing (commercial/residential) cases accepted by the firm. Clients will be informed of their potential entitlement to a gift pursuant to this policy. Clients will be informed if they are to be given a choice of gift and of the circumstances in which (a) the firm may seek a contribution or return of the gift in accordance with clause (iv) of this policy, (b) the directors' discretion to amend or vary this policy pursuant to clause (vii) of this policy (c) the firm's right to refuse to provide a gift pursuant to this policy in the event of:-
    - i. The client providing false or misleading information to Ersan and Co Solicitors Ltd
    - ii. The client failing to provide instructions to Ersan and Co Solicitors Ltd to progress the case
    - iii. The client failing to make any payments due to Ersan and Co Solicitors Ltd
- For the avoidance of doubt, the notice requirements of this clause (ii) shall be met by providing the client with a copy of this policy at any time.
- iii) If a file has been transferred to Ersan and Co Solicitors Ltd from another firm of solicitors then the gift policy will not apply unless a fixed fee payable to Ersan and Co Solicitors Limited has been agreed in accordance with Schedule 1 below.
  - iv) If the gift is given to a client before their case is concluded and the client decides to transfer their file of papers to another firm of solicitors the firm may seek a contribution towards the incurred costs of Ersan and Co solicitors depending on the work done on behalf of the client, the reason for the transfer and, if appropriate, the value of the gift received. Clients will be informed of the firm's right to make such a charge before the gift is given and may choose to delay receipt of the gift until the matter is concluded.
- v) The chosen gift will be issued, the following terms & conditions have been met:
    - a. The client has signed and returned a retainer letter with Ersan and Co Solicitors Limited issued in accordance with this policy and subject to a 14 day cooling off period.
    - b. The 14 day cooling off period has elapsed or been expressly waived by the client
    - c. A fixed fee to do the work has been agreed which meets the minimum fee requirements of Schedule 1, or the client has agreed to be charged on an hourly basis. If the client elects to be charged on an hourly basis, the gift he will be entitled

to will depend on the final bill and will be determined in accordance with Schedule 1 below.

- d. If the client has elected to delay receipt of the gift, the conditions of such election have been met.
  
- v) There shall be a maximum of only one gift per eligible case irrespective of whether the instructions given to the firm in that case are from a single client or multiple clients.
  
- vi) Gifts, once taken/received by a client, are non-transferable. All gifts are at the discretion of the directors and subject to the requirements of legislation and regulatory requirements governing solicitors and solicitors' firms.
  
- vii) Ersan and Co Solicitors Ltd reserves the right to vary or amend this policy
  - a. on reasonable notice for any reason; or
  - b. to comply with professional obligations at any time.

#### SCHEDULE 1

The following gifts are available depending on the fee agreed for the file

- A) Fee agreed - £1000+ plus VAT – Laptop, Iphone, television or big gold (worth around £200)
  
- B) Fee Agreed - £500 - £999 plus VAT - Half Gold (Worth around £100)
  
- C) Fee Agreed - £100 - £499 plus VAT – Small Gold (Worth around £60)

Name:.....

Signed:.....