



# Terms & Conditions of Business

If you would like a hard copy of our Terms and Conditions of Business or would like a hard copy in a larger font size please contact our administration team on 020 3150 2525.

## 1. Introduction

1.1 This document, together with our Engagement Letter, explains the basis upon which we work for you. These two documents constitute the contract between you and The Law House. In the event of any conflict between this document and our Engagement Letter, the Engagement Letter shall prevail.

1.2 Our administration office is at Unit 1, Kew Bridge Piazza, 8 Kew Bridge Road, London TW8 0JF. We open between 9.30am to 5.30pm on weekdays, although individual lawyers may work during different times to the office hours. Appointments can be arranged directly with the lawyers dealing with your matter.

1.3 The name and status of the lawyers responsible for your matter is set out in our Engagement Letter together with details of the person with ultimate responsibility for your case. We want to provide consistency and will try to avoid changing the people who handle your work, but if this cannot be avoided, we will inform you quickly and tell you who will be handling your matter and why the change was necessary.

1.4 It is important that you let us know of any change of address, telephone number or email address or any other change. In particular please let us have all information and documentation that we request. Please use our reference when communicating with us.

## 2. Instructions and Liability

2.1 As your solicitors, you authorise us to take any necessary steps to protect your interests (unless you instruct us to the contrary). We will not be responsible if we fail to advise or comment on any matter which falls outside the scope of your instructions, or on matters of which you fail to inform us. Subject to the covering letter, or unless otherwise agreed, our advice shall not include advice on:-

- The laws of any jurisdiction other than England & Wales

- Taxes or duties

- Financial investment.

2.2 Our client bank account is held with Lloyds Bank. If we hold your money in our client account, it is unlikely that we will be held liable for losses resulting from a banking failure. Your money is protected under the Financial Services Compensation Scheme (FSCS) up to a limit of £75,000 per individual and per institution, but not per account. Therefore, if you hold other personal money in Lloyds Bank, the limit remains £75,000 in total. Some banks trade under different names. You should check either with your bank, the Financial Conduct Authority (FCA), the Prudential Regulation Authority (PRA) or a financial adviser for more information. In the event of a banking failure, your acceptance of these Terms and Conditions of Business will constitute your consent to this firm disclosing your details to the FSCS for the purposes of making a reimbursement claim on your behalf.

## 3. Service Levels

3.1 We will update you regularly about the progress of your matter.

3.2 We will communicate with you in plain language.

3.3 We will explain to you the legal work required as your matter progresses.

3.4 We will update you on likely outcomes and timescales.

## 4. Fees and Disbursements (Expenses)

4.1 An overall estimate of our fees and expenses is set out in the Engagement Letter and/or our initial letter. Unless an alternative arrangement, such as a fixed fee, has been agreed, our charges are calculated based on time spent dealing with your matter which includes meetings, time spent travelling for hearings and conferences, considering, preparing and working on papers, correspondence, making and receiving telephone calls.

4.2 Our current hourly rates are set out in the Engagement Letter. These rates are reviewed on 1st June each year. If this rate changes we will inform you if it applies to you. Each hour of work is divided into 10 units of time. Routine letters, telephone calls and emails sent are charged as 1 unit. Longer letters,

calls, emails and other work is charged on a time basis.

4.3 In addition to the time spent, sometimes the hourly rate may have to be increased because of the complexity, urgency, expertise or specialist knowledge required and, if appropriate, the value of the property or subject matter involved.

4.4 VAT at the current rate will be added to our charges together with disbursements as set out in the accompanying estimate. Expenses include payments by us on your behalf. We normally request payment on account of the expenses and in relation to fixed fee agreements.

4.5 Where you request or where we reasonably consider it appropriate to make payment of any sums by BACS or CHAPS (electronic bank transfers), we will invoice you as an expense the fee charged to us by our bank for the transaction. Our bank does not usually charge VAT for this fee.

4.6 We charge for photocopying at the rate of 10p plus VAT per A4 page. Higher charges apply for A3 copying and colour photocopying, details of which are available on request. Sometimes, when speed is essential, the volume of documents is large or specialist photocopying facilities are required, we may send non-sensitive documents outside the office to be photocopied. The external photocopying facilities we use have entered into confidentiality agreements with us. External photocopying will be charged at the same rate as that charged to us.

4.7 We reserve the right to charge for mail sent by special delivery.

4.8 If, for any reason, your matter does not proceed, you may be charged for work done and expenses incurred on the basis set out above. We will hold your file of papers until our invoice is paid in full.

## 5. Arrangements for payment of our fees and expenses

5.1 It is our practice to ask you at the beginning and from time to time for a sum on account of our fees and expenses. We will offset any such payments against your interim and final invoices, but it is important you understand that your total charges and expenses may be greater than any advance payments you have made.

5.2 Unless otherwise agreed, we will issue interim invoices to you at regular intervals for work already completed during the course of the matter. This will allow you to budget for costs as your matter progresses. Interim invoices, like final invoices, are payable in full within 14 days of the date they are issued. If an invoice is not paid within a reasonable time we will not be able to continue dealing with your matter until the invoice is paid in full.

5.3 If an invoice is not paid within 30 days, interest will be charged (currently at the rate of 8%) on the full amount (including VAT).

5.4 If we stop acting for you because of non-payment of our fees and disbursements, you will be asked to assist in removing our name from the Court record. If you do not assist us and it is necessary to make an

application to the Court, we shall seek an Order for costs against you.

5.5 We may take Court action against you to recover the outstanding amount together with interest and costs, as appropriate.

## 6. Method of Payment

6.1 We accept payment by cheque, bankers draft, online bank transfer, credit or debit card. If payment is made by credit card, we may charge you for bank charges we incur, currently 2% plus VAT.

## 7. Our fees – Complaints/Assessment

7.1 You are entitled to query our invoice in which case we shall follow our complaints procedure. If we are unable to resolve the query you may also have a right to object to the invoice by making a complaint to the Legal Ombudsman and/or by applying to the Court for an assessment of the invoice under Part III of the Solicitors' Act 1974. Please note that if all or part of the invoice remains unpaid we reserve the right to charge interest as set out in section 4 above

## 8. Litigation

8.1 Private Funding - The Law House normally undertakes both Civil Litigation and Property Litigation on a private funding basis only. Clients are expected to meet their own costs and fund their own case as it progresses. Our charges will be calculated on a time spent basis by reference to hourly charging rates, unless we have agreed otherwise. The applicable hourly rates will be set out in the relevant engagement letter. Hourly rates are reviewed annually and we inform clients of any increase in any of the rates before the increase takes effect.

Our charges will not be contingent; they must be paid in full regardless of the outcome of the case, unless we agree otherwise. If we agree to act for more than one client in a particular matter, each client will be jointly and severally liable for all costs and expenses unless we agree otherwise. The Law House usually undertakes both Civil Litigation and Property Litigation on a 'monies on account' basis, which means it is our practice to ask clients periodically for sums of money on account of the costs and expenses we anticipate they will incur during the case. We have the right to stop work and to terminate the retainer if a request for monies is not complied with. The Law House' practice is to deliver interim bills at regular intervals to help the clients monitor, and budget for, the costs they incur. Invoices (both interim and final) are payable in full on delivery. Our Terms and Conditions of Business explain that we have the right to charge interest if an invoice is not paid promptly. If a client's costs or part of them are to be reimbursed by or paid by their opponent or an insurance company, the client is not entitled to wait until reimbursement takes place before they settle the invoice.

**8.2 Public Funding** - People of limited financial means, who are in receipt of state benefits or whose income, savings and property value falls within prescribed statutory limits, may be eligible to have their case publicly funded from the Legal Aid Agency. The Law House does not undertake publicly funded work. If you require information in this regard, we suggest that you contact a law firm that does publicly funded work, an advice agency such as the Citizens Advice Bureau or a law centre or the Legal Aid Agency.

**8.3 Third Party Funding** - Sometimes a third party, such as a family member, is prepared to fund a matter on behalf of a client. If so, the same anti-money laundering obligations as apply to the client will apply to the third party and they will be asked to sign the engagement letter as well as the client to confirm the arrangement on funding. Third party funding may also be available from a commercial organisation that specialises in financing particular types of case in return for a fee or a share in the damages recovered. If you propose to fund the litigation with the assistance of such an organisation, please provide us with their details and we shall consider the option at our own discretion. If we agree that a client's costs and expenses can be paid by a third party, the client will remain liable until such costs and expenses are paid by the third party. If the third party does not pay our costs, the client must pay them

**8.4 Contingent Funding Arrangements** - The Law House does not enter into contingency funding arrangements for civil litigation matters and/or property litigation matters. Therefore, the following information is provided for information only. A contingency funding arrangement is an agreement whereby the lawyer's right to be paid or the amount of the lawyer's fee is dependent upon the outcome of the case. Contingent funding arrangements such as conditional fee agreements and damages based agreements that meet certain statutory criteria are permitted in some matters, albeit that The Law House does not offer such agreements. If you wish to instruct a solicitor on this basis, please contact the Law Society.

**8.5 Legal Expenses Insurance** - Before the Event Insurance (BTE policies) BTE policies provide cover for a possible future legal problem. Such cover may form part of an existing household contents policy, motor vehicle policy and/or travel insurance policy. Such policies often seek to restrict the insured's freedom to instruct a lawyer of their choice, which means that the insurer might not agree to The Law House representing the client and might insist that the client use the insurer's own lawyer instead. We shall assume that you have no BTE insurance that might meet some or all of your legal costs unless you inform us to the contrary in writing.

**8.6** Whatever happens at the end of litigation, you will always be responsible for paying our costs which may include the cost of assessment by the Court. At the end of a case, the Court may assess payment of the

successful party's costs of the proceedings in such a way results in the unsuccessful party having to pay only a proportion of those costs. Only in exceptional cases will the Court order that the successful party has a right to full reimbursement of the costs of the proceedings. If the other party is legally aided, you may not recover any of your charges and expenses even if you are successful. Even if you are not reimbursed for the full or any costs of the litigation from the successful party or if for whatever reason that party does not comply with an order to reimburse you, you will nevertheless have to pay the full amount of our charges and expenses.

**8.7** During the course of Court proceedings, we will provide the best indication we can as to the amount of your costs which you may recover from the other party should you be successful. This is however a matter for the Judge hearing the case and if you have pursued issues which have not succeeded (even though you are successful overall) or the Court believes that you have acted unreasonably, the Court has the power to reduce significantly the proportion of your costs to be paid by the unsuccessful party.

**8.9** If you are unsuccessful, the Court may order you to pay the successful party's legal charges and expenses, which will be payable by you in addition to our charges and expenses.

**8.10** You should be aware in matrimonial cases it is extremely unusual for the Court to order one person to pay the other party's costs. We will advise you whether an Order for costs can be made in your matter at the appropriate stage. However, you should expect to pay your own costs without contribution from the other party.

## 9. Interest payments

**9.1** All monies held by us on your behalf, whether on account of fees or expenses or otherwise will, until used, be placed either in our client account or in a separate designated deposit account. You will (unless such interest is £20 or less) be entitled to interest as if the monies had been on separate designated deposit accounts at Lloyds Bank. Interest on designated deposit accounts is deemed client money.

## 10. Termination of Instructions

You may terminate your instructions to us in writing at any time. We are entitled to keep your papers while money is owing to us. We may terminate instructions only with good reason and on giving reasonable notice. If you or we decide that instructions are to be terminated, then our charges and expenses will become due. We reserve the right to stop acting if:

- You do not pay our costs or money on account; or
- We cannot continue to act without being in breach of our professional obligations; or
- We are unable to obtain clear instructions from you; or

■ For any reason there is a breakdown in the solicitor/client relationship.

## 11. Critical Dates

Once your matter is completed we do not accept any on-going responsibility for reminding you of critical dates in respect of such matters as rent review, lease renewals, exercise of options, service of notices or counter notices within time limits or any other such matter unless we have current instructions from you in writing to deal with such matters in question immediately prior to the critical date concerned.

## 12. Money Laundering Regulations

12.1 In order to comply with our statutory obligations, we are required to satisfy ourselves that we are not unwittingly involved in money laundering. We are required to carry our client identification checks, keep records and have mandatory reporting obligations. This means we must be satisfied as to your identity and the source of funds you provide to us.

12.2 You are required to assist us with these obligations by providing a photo and address ID. It is important that you let us have all requested documents as quickly as possible as we will not be able to act for you if we can't comply with these obligations. At our discretion, we may use an on-line ID verification service, which in most cases will provide additional security and/or avoid the need to require documentary evidence such as passports etc. A small fee (£5-£10) is payable for this service and will be charged to you. If the amount is in excess of £10 we shall seek your prior approval before proceeding. From time to time, we may have to ask you to let us have ID documents for connected third parties so that we can comply with our statutory obligations. Please do not send us any funds until the identification procedures have been carried out.

12.3 It is the firm's policy not to accept cash above £500 in any 28 day period. If you circumvent this policy by depositing cash direct with our bank, we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.

12.4 We therefore ask that any initial funds are sent to us in the form of a personal cheque (provided that sufficient time is available to clear this), a building society cheque or banker's draft. If a third party's money is used, we will also require similar identification details for them. We are also obliged to determine the source of any funds utilised in or deriving from the transaction and this may involve asking you personal questions. In the event that you refuse to answer such questions, we must reserve the right to terminate the business relationship and the consequences set out below may then follow. You will still be liable for all our fees and expenses incurred up to the date of termination.

12.5 If we suspect that there is an attempt to launder money or that you or a connected party is engaged in activities prescribed by the Proceeds of Crime Act

2002, then we have to report this to Serious Organised Crime Agency (SOCA). You acknowledge, as a condition of these Terms, that this obligation may override our duty of confidentiality. We may not be allowed to advise you whether or not we have made or may intend to make such a report. If we were to do this, we may ourselves be committing a criminal offence. We may be prevented from acting for you or be advised by third parties to stop acting for you.

## 13. Confidentiality and Conflicts

13.1 We are obliged legally and professionally to keep all matters confidential. This obligation, however, is subject to a statutory exception: legislation on money laundering and terrorist financing places solicitors under a legal duty in certain circumstances to disclose information to the Serious Organised Crime Agency. If your solicitor knows or suspects that your matter involves money laundering, the solicitor may be required to make a money laundering disclosure. If this happens we may have to stop working on your matter for a period of time and may not be able to tell you why because the law prohibits "tipping-off".

13.2 We are subject to audit checks and in these circumstances, your file will be made available. We will obtain a confidentiality agreement with the third party.

13.3 Conflict between your interests and the interests of other clients of the firm may arise during the course of a matter. If this happens, we will discuss the position with you and decide on the best course of action. To protect your or their interests we may have to stop acting for either one or both of you, in which case we will use our best efforts to find another firm of solicitors to continue acting for you.

13.4 In order to comply with Court rules, all documents relevant to issues in litigation, however potentially damaging to your case, have to be preserved and may be required to be made available to the other party. This is known as "disclosure". Subject to this, we will not reveal any confidential information about your case except as provided by these Terms and Conditions of Business and where, for example, the other party is ordered to pay your costs, we have to meet obligations to reveal details of the case to them and to the Court.

## 14. Storage of papers and documents

14.1 We can store deed, Wills, security documents etc by agreement with you. Documents deposited with us for safe keeping, such as wills and other securities, are not destroyed and are held without charge. We may charge for storage at a later date but we will let you know in writing. All files are stored electronically, even after your case has ended. If we have to retrieve your file, we may charge for time spent in photocopying or reading papers, writing letters or other work necessary to comply with your instructions. We would not expect our charges to exceed £100 + VAT.

After completing the work, we will keep all your papers and documents while there is money owing to us for our fees and expenses. With the exception of conveyancing matters we operate a paperless office.

Unless otherwise agreed, after completion of any matter or termination of our instructions, we will keep our file for not less than 6 years from the date that the final bill was sent to you.

We may opt to keep all or part of the file on microfilm or in an electronic or other storage medium. After that period we will destroy the file unless you have previously requested us in writing to return it to you. We will not destroy documents you ask us to deposit in safe custody.

## 15. Client Care

15.1 You can expect to receive the best service from us. However if you have any queries or concerns, please raise them initially with your solicitor. It is important that you raise any issues you may have with us immediately. If unresolved, please raise them with the person who has ultimate responsibility for your case as set out in the accompanying letter. We value you as a client and would not wish to think you have any reason to be unhappy with us.

15.2 If concerns cannot be resolved satisfactorily you can refer the matter to the Legal Ombudsman who can be contacted at P O Box 6806, Wolverhampton WV1 9WJ or on 0300 555 0333 or at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk). You should notify us promptly if you wish to pursue any of these remedies as strict time limits may apply. The person in overall charge of complaints is Venisha Shah.

## 16. Copyright and Other Intellectual Property

15.1 We retain the copyright and all other rights in all documents provided to you. You are granted a non-exclusive licence to use such documents for the purpose for which they are provided but not otherwise.

## 17. Data Protection

17.1 We have registered with the Information Commissioner under the Data Protection Act 1998. You have rights under that Act in relation to personal data held about you. We will hold and process personal data about you, both in relation to taking your instructions, opening files relating to your matter, issuing invoices and collecting sums due, and in the course of advising you on and managing your matter. This information may include sensitive personal data obtained both from you and/or from third parties.

17.2 In connection with any matter we deal with on your behalf, we obtain personal data including sensitive personal data from you and from any professional and other third parties whom we, in our professional judgment deem appropriate, and, likewise, we may disclose such information to such third parties.

17.3 By instructing us to act, you are giving your consent to the processing of your personal data in the ways set out above.

17.4 We may wish to send you information or contact you by telephone to inform you of legal developments and/or legal and other services we can offer. If you do not wish to receive such information, you may opt out by contacting us at any time. Opt out requests can be made to Eilish Adams at this address.

## 18. Financial services and insurance mediation

18.1 We are not authorised under The Financial Services and Markets Act 2000 to provide financial advice but we are able in certain circumstances to offer a limited range of investment services to clients because we are regulated by the Solicitors Regulation Authority (SRA). We can provide these investment services as an incidental part of the professional services we provide because we are authorized and regulated by the Solicitors Regulation Authority.

18.2 We are not authorised by the FCA or the PRA. However, we are included on the register maintained by the FSA so that we can carry on insurance mediation activity, 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 SRA as explained above. The register can be accessed via the FSA website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register).

## 19. Complaints

19.1 If you have any problem with the service we have provided for you, please let us know. We will try and resolve any problem quickly and operate an internal complaints handling system to enable us like to resolve the matter between ourselves. If we are unable to do so, then we are regulated by the SRA and complaints and redress mechanisms are provided through them and the Legal Ombudsman which has been referred to at 7.6 and 14.2. The Legal Ombudsman is a separate body from the SRA and the Law Society.

19.2 The Law Society is our professional body for the purposes of the Financial Services and Markets Act 2000. The SRA is the independent regulatory body of the Law Society.

## 20. Professional Indemnity Insurance

20.1 The total liability of this firm, its directors and employees in connection with or arising directly or indirectly from this matter is covered by our indemnity insurance policy. For details of our policy and insurance provider, please contact Venisha Shah at our offices.

## 21. Electronic Communication

21.1 It is our practice to utilise extranet and email links to send documents. Although an extremely effective means of communication, we cannot guarantee the

security and confidentiality of material sent over the internet. Please let us know if you do not want us to communicate with you via email. We check all communications with antivirus software, but again cannot guarantee that documents will be free from corruption. We recommend that you also use your own antivirus software.

**22. Equal Treatment**

22.1 We believe in promoting equality and diversity in all dealings with clients, third parties, consultants and employees. In accordance with the Equality Act 2010, we will not discriminate in the way we provide our services on the grounds of sex, race, colour, religion, age, ethnic origin, marital status, sexual orientation or disability.

**23. Waiver**

23.1 Our failure to enforce any one or more of these Terms and Conditions of Business at any time or for any period will not be a waiver of them or our right at any time to enforce all applicable Terms and Conditions of Business.

**24. Invalidity**

24.1 If any of the Terms and Conditions of Business becomes invalid or unenforceable the rest of them will continue to bind both you and us.

**25. Exclusion of Third Party Rights**

25.1 Nothing in these Terms of and conditions of Business or in any other agreement or arrangement between us will confer any rights or other benefits on any third parties whether by statute or otherwise.

**26. Entire Agreement**

26.1 These Terms and Conditions of Business and our accompanying letter set out all the Terms agreed between us in relation to the work we are to undertake for you. All other Terms and Conditions of Business, conditions and representations are excluded and you may not rely or have relied on them. The Terms and Conditions of Business may only be varied by agreement in writing signed by a Director on our behalf. In the event of any conflict between these Terms and Conditions of Business and our accompanying letter, the latter shall prevail.

**27. Jurisdiction**

27.1 The County Court or High Court of England & Wales shall have exclusive jurisdiction to hear any dispute which may arise between us. To this end, you and we irrevocably agree to submit to such jurisdiction. Judgment in any suit, action or proceeding brought in the County Court or High Court of England and Wales shall be conclusive and binding and may be enforced in the Courts of any other jurisdiction.

**28. Amendment**

28.1 We may by one month's written notice to you modify these Terms and Conditions of Business from time to time to reflect our current practice and/or changes to professional and other regulatory requirements which we are obliged to meet.

**29. Acceptance of these Terms & Conditions**

29.1 Your continued instructions in this matter will amount to your acceptance of these Terms of and conditions of Business but please sign and date the enclosed copy of them and return them to us immediately. We can then be confident that you understand the basis on which we act for you. We hope that by sending these Terms and Conditions of Business to you we have addressed your immediate queries about day to day handling of your work and our Terms and Conditions of Business. However if you have any queries, please do not hesitate to contact the managing partner.

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

I/we confirm receipt and acceptance of your Terms of and conditions of Business of which this is a true copy.

Version: October 2016

Name: .....

Date:.....