

# SW19Lawyers

## TERMS OF BUSINESS

### **Introduction**

At the beginning of a new matter clients will receive a letter confirming the instructions received, the action proposed, the name of the supervising Partner responsible, other professional staff involved and information about costs. This information is updated as necessary.

Please check our letter confirming instructions carefully because we will be relying on it. The client care letter together with these terms of business set out the terms on which SW19Lawyers accepts instructions and charges for its services. If there is any conflict between these terms and the engagement letter then the client care letter will take precedence.

Any reference to “firm” is a reference to SW19Lawyers.

### **Firm’s responsibility**

We will review the matter regularly and advise you of any change in the law, circumstances or risk of which we are aware or which we consider to be reasonably foreseeable that could affect the outcome of the matter.

### **Client’s responsibility**

We depend upon clients giving clear and prompt instructions, responding promptly to communications and providing full and accurate information. You will safeguard any

documents that are likely to be required for discovery

### **Service Standards**

We will endeavour to keep you regularly informed of progress on your matter, explain the legal work that may be required and will communicate with you in plain language, advising you of the cost/risks benefit of pursuing the matter and inform you of the likely time scale involved.

We will explain to you on the telephone or in writing as appropriate the legal work required as your matter progresses. We will update you on whether the likely outcome still justifies the likely costs and risks associated with your matter whenever there is a material change in circumstances.

### **Contact**

If we are not available when you telephone, then please leave a voice mail or send an email and we will endeavour to return your call or email that day or the day after.

### **Equality and Diversity**

The firm is committed to promoting equality and diversity in all its dealings with its clients, third parties and employees and is required to produce a written equality and diversity policy. If you would like to

see a copy of this, please let us know and we will forward a copy to you.

### **Third Parties**

If it is necessary to engage other professionals on your behalf (such as counsel, overseas lawyers, accountants) whether in the UK or abroad we will do so as your agent. The firm cannot be responsible for any act or omission of such professional unless otherwise agreed in writing.

### **Fees and Disbursements**

At the outset of a matter, we will agree the basis on which the firm will charge you and arrangements concerning its fees will be set out in the engagement letter. Once we have enough information about the matter, we will estimate the time and likely costs to be incurred. It should be noted that on some matters it may be very difficult to give an estimate. We may agree a fixed fee, or give you an estimate or a forecast within a possible range of costs including information about the costs up to the next stage.

Charges are calculated primarily by reference to the time spent on the matter. In certain matters we may base our charges on partly on the time spent and partly on the value element. You will be advised in writing of any such arrangement. Sometimes we may agree a fixed fee, at our discretion. In such cases, we reserve the right to require a review of the basis for invoicing if unforeseen issues arise in the matter beyond the agreed scope of the work or which add significantly to the time we will have to spend.

The firm maintains a detailed record of the time spent on a matter. Hourly rates are subject to review every September, and may be revised at any other time. You will be notified of any changes to the firm's hourly rates.

Payments to third parties ("disbursements") which we make on your behalf will be charged separately. VAT will be added to all fees and most disbursements at the appropriate rate (unless the disbursements or you are exempt).

### **Billing and Payment**

Our invoices will include our fees, disbursements and VAT.

Unless otherwise agreed in writing, all bills are for payment in sterling within 30 days from the delivery of the invoice. Interest will be charged on any balance outstanding after this 30 day period and will be charged at the rate of 2 percent over HSBC's base rate from time to time.

We accept payments by transfer to our bank account (details of which will be included on the invoice) or alternatively by cheque. Where payments have been made by you, on dates and in amounts different from those agreed by the firm, and the firm has suffered exchange rate losses in excess of 5% of the sums due, the firm reserves the right to charge additional amounts to cover its costs.

### **Papers Held by SW19Lawyers**

On completion of a matter and payment of all fees, the firm will return to you, at your request, any documents provided to it for the purposes of that matter and any other papers to which you are entitled. The firm will retain all other papers but cannot undertake to retain files for any specific period of time but will endeavour to keep all files for a minimum of six years, after which time it reserves the right to dispose of them.

If the firm is required for any reason (whether during the course of a matter or after it has terminated) compulsorily to disclose documents or to give information orally or in writing relating to a matter or your affairs pursuant to a court order, notice or demand served by an entity or person with the authority to compel such disclosure, then it shall comply. The firm will be entitled to be paid for the costs of such compliance by you at its hourly rates then in force. If any documents or information are subject to legal professional privilege, the firm will let you know and advise you of the opportunity to waive privilege. If you decide not to waive privilege and this is challenged, the firm will be entitled to be paid by you for the costs incurred in preserving privilege on your behalf.

Unless you tell the firm otherwise, any documents prepared by a third party for you on the firm's instructions in which you own the copyright or have a licence to use may be stored on the firm's database in any format for future reference by the firm's lawyers.

### **Insurance for costs**

We remind you that you may have taken out insurance to meet legal cost or alternatively you may be covered by a trade union or employer. If so, please let us know immediately any new matter commences, as insurers and others will normally expect to be notified and will want to confirm cover before legal costs are incurred. Failure to notify may result in the policy being vitiated or restricted. We would advise that you review your insurance cover as soon as possible to ascertain whether cover for your legal costs may be obtained.

### **Copyright**

We retain the copyright in any work created for you but, subject to your having paid all costs promptly, you have the right to use such copyright material for the purpose for which it was created.

### **Tax Advice**

Please note that we do not provide specialist tax advice and we strongly recommend that you take specialist advice on any tax matters.

### **The Liability of SW19Lawyers**

The instructions given by you to the firm create a contract for the provision of services between you and the firm. The firm owes you a duty to provide the services with reasonable care and skill.

The firm is a partnership. It is usual for the senior professionals to be referred to as "partners".

There is no contract between you and any partner, employee or consultant of the firm. Any advice given to you, or any other work done for you, by a partner, employee or consultant of the firm is given or done by that person on behalf of the firm and not in his or her individual capacity and no such person assumes any personal responsibility to you for the advice or work.

You agree that if, as a matter of law, a duty of care would otherwise be owed to you by any partner, employee or consultant of the firm, such duty is hereby excluded and you agree that you will not bring any claim against any partner, employee or consultant of the firm for any matter arising in any way out of the provision of the services to you.

Accordingly, any claim that you wish to make can only be made against the

firm and not against a partner, employee or consultant of the firm.

You also agree that in the particular circumstances of the services to be provided to you, including in particular those described in any engagement letter sent to you at the commencement of a matter, the aggregate liability of the firm to you for losses for which it is liable at law shall not exceed the amount of our total cover at the time the claim arises. We shall not be liable for consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to loss of profits or opportunities (whether or not it might have been foreseeable at the commencement of the matter).

You agree that where we are unable to perform our services as a result of any cause beyond our reasonable control, we shall not be liable to you or any third party. If any such event occurs we will notify you as soon as reasonably possible.

Where the firm is acting for more than one person, the limit of liability will have to be allocated among you. If this allocation is not expressly stated in the engagement letter, such allocation will be a matter entirely for you. If for whatever reason no such allocation is agreed by you, then you will not dispute the limit of liability on the grounds that no such allocation was agreed.

The liability of the firm to you shall also be limited to that proportion of the loss or damage (including interest and costs) suffered by you, which is ordered against it by a court of competent jurisdiction after taking into account of the contribution to the relevant loss and damage of any other person responsible and/or liable to you for such loss or damage.

For the purpose of assessing such contribution of any other person, no account shall be taken of any limit imposed on the amount of any liability for death or personal injury caused by our negligence or for any other liability which cannot lawfully be excluded or limited.

The limitations and exclusions of liability in this section shall have no application to any liability for death or personal injury caused by our negligence or for any other liability which cannot be lawfully excluded.

### **Termination of Instructions**

Once instructed, the firm will normally continue to act for you in the matter until its conclusion. If circumstances arise where it is appropriate for either the firm or you to terminate the arrangement, such termination must be in writing and you will be responsible for the firm's fees and disbursements up to the date of termination and any fees and disbursements necessarily associated with it ceasing to act or the transfer or work to another adviser of your choice.

The firm shall only terminate the retainer with good reason. This may occur, for example: if we are prevented from continuing due to Practice Rules or ethical code; in the event of non-payment of our bills or expenses; if there is a breach of good faith; or if you refuse to accept our advice and there is a breakdown of the solicitor/client relationship. In cases funded by insurance we have the right to terminate the retainer if the insurance cover is withdrawn.

We shall be entitled to retain your papers and documents until our fees and expenses are paid. In court

matters we shall require to be removed from the record as acting.

### **Confidentiality**

Information passed to the firm is kept confidential and will not be disclosed to third parties except as authorised by you or required by any regulatory authorities or the law. If, on your authority, the firm is working in conjunction with other professional advisers, the firm will assume that it may disclose any relevant aspect of your affairs to them.

Where you provide the firm with fax or computer network addresses to which material is to be sent it shall assume, unless you tell us otherwise, that your arrangements are sufficiently secure and confidential to protect your interests.

It should be recognised that the Internet is not secure and that there are risks if sensitive information is sent in this manner by you or you request the firm to use the same system. Data sent by the firm by email is not routinely encrypted and so if you do not want the firm to use email as a form of communication with you or if you require data to be encrypted then please advise us.

The firm will use its best endeavours to protect the integrity of computer systems by screening for viruses on email sent or received and would expect you to do the same.

### **Privacy and Data Protection**

The firm is committed to respecting the data which it holds on you. Your details will be kept on its database primarily for the provision of legal services to you and of related purposes including updating and enhancing client records, analysis to help us

manage our practice, statutory returns and legal and regulatory compliance.

Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you might require us to give information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you.

We may from time to time send you information which we think might be of interest to you. If you do not want to receive that information please let me know in writing. If you have any questions or concerns regarding our use of your data then please raise these with me.

### **Money Laundering**

The Proceeds of Crime Act 2002 and the Regulations made pursuant to such Act, which are aimed at preventing money laundering, require that the firm obtain proof of identity from clients for whom it acts in connection with relevant financial business. Accordingly, you will be asked to supply the firm with the necessary details. In certain circumstances, the firm is required by law to report to the National Criminal Intelligence Service any evidence or suspicion of money laundering. The firm is prohibited from notifying you of the fact that a report has been made.

Our firm's policy is not to accept cash or to only accept cash up to £500. If clients circumvent this policy by depositing cash directly at our bank, we reserve the right to charge for any additional checks we may deem necessary regarding the source of the funds.

## **Resolving Problems and Disputes**

The firm operates a procedure to help address any issues you would like to raise. To discuss any matter we are handling or have handled on your behalf, please feel free to contact the Partner with primary responsibility for the matter. If you are not then satisfied, or if you would prefer, you should contact the Partner nominated as the Resolution Partner in your engagement letter. If for any reason we are unable to resolve a problem between us the Solicitors Regulation Authority and the Legal Complaints Service can assist in resolving complaints.

## **Contract (Rights of Third Parties) Act 1999**

For the purposes of section 1(2) of the Contract (Rights of Third Parties) Act 1999, it is agreed that no term of this agreement with you shall be enforceable by a third party, save that the partners, consultants and employees of the firm may enforce the exclusions contained in the section above headed "The Liability of SW19 Lawyers".

Terms Agreed

Signed

Name  
on behalf of

Date

## **Applicable Law**

The relationship of SW19Lawyers with you will be governed by English Law and will be subject to the exclusive jurisdiction of the English Courts.

## **General**

We are regulated by the Solicitors Regulation Authority. We are not separately authorised or regulated by the Financial Services Authority.

Any notice to be given to us may be sent to us at 54 Leopold Avenue, London SW19 7JD and any notice to be given by us may be given to you at your last address known to us

## **Agreement**

Your continuing instructions to us will amount to your acceptance of these terms of business.

From time to time it may be necessary for us to amend the terms on which we act. In such a case, we will inform you of the proposed changes and, unless we hear from you in writing to the contrary within 21 days, such amendments will be deemed to come into effect from the end of that period.