

# TERMS OF BUSINESS

## Definitions

Phrase	Meaning
Case	The legal case, transaction or other matter that you instruct us on.
Electronic communication	An email or a text message or a multimedia message.
Lawyers	The professional staff who work for us including solicitors, trainee solicitors, legal executives, paralegals and other people carrying out legal work. We refer to them as lawyers no matter what their qualifications.
We, us	Premier Legal LLP

## 1. Your instructions

- 1.1 we will take your instructions on your particular case and give you advice according to English law. If we need separate advice from foreign lawyers, we will ask you first and the cost of the advice will then be an expense on your interim or final bill. If you do not tell us something relevant, we cannot be responsible for not giving you advice on that.
- 1.2 we try to avoid changing the lawyers who are handling your work. If we have to change the lawyer, we will tell you who will be dealing with your work and why the change was necessary.
- 1.3 unless we agree a particular way of communicating with you, we will choose whether we contact you in writing, in person, by phone or by email.
- 1.4 we are advising and preparing documents for you and not anyone else. We do not accept responsibility if anyone else relies on our advice unless we have agreed that with you.
- 1.5 if more than one person instruct us, we would not accept instructions to act for all of you if we thought there might be a conflict between your individual interests. If at any time you feel that there is a conflict between some or all of you on any aspect of your case, you must let us know. We can then decide whether or not it is necessary for you to get legal advice from another lawyer, either in this firm or another firm.
- 1.6 unless we have agreed it separately with you, we will not be giving you tax advice on your case.
- 1.7 we will keep you informed of progress on your case but you should let us know if you would like us to discuss particular reporting requirements with you.

## 2. Liability

- 2.1 you agree that we (Premier Legal LLP) are acting for you. Our lawyers are not providing services on a personal basis to you ~ they are members or employees of Premier Legal LLP.
- 2.2 no single lawyer or member accepts personal responsibility to you for any advice given to you or for work that we carry out for you. You must not bring a claim against any lawyer or member for any loss or damage that you suffer as a result of the advice or work that we provide to you.
- 2.3 we do not accept any liability to you or to others in connection with your case for any of the following losses, even if we had notice of the possibility that you or other people would suffer them:
  - 2.3.1 indirect financial loss;
  - 2.3.2 loss of profits or earnings;
  - 2.3.3 loss of business opportunities;
  - 2.3.4 loss of goodwill;

- 2.3.5 interruption to your business;
  - 2.3.6 loss of expected savings;
  - 2.3.7 increase in debt or failure to reduce debt; or
  - 2.3.8 reduction in the value of an asset.
- 2.4 if we are liable to you, despite paragraphs 2.2 and 2.3, we will pay you no more than the minimum level of insurance cover we have to provide to satisfy the Law Society. This is £3 million at the moment.
- 2.5 Paragraphs 2.2, 2.3 and 2.4 do not prevent you from bringing any claim against us for:
- 2.5.1 death or personal injury; or
  - 2.5.2 any other liability that we cannot exclude or restrict by law or under our professional regulations.
- 2.6 if you are a company, we are not responsible for advising your shareholders, directors or employees, unless they have specifically asked us to do so. If we do so, the advice will be under a separate agreement with them.

### **3. Complaints**

- 3.1 we aim to offer you an efficient and effective service. If you are not satisfied with how we have handled your case, please speak to the lawyer dealing with it first.
- 3.2 if you cannot sort the matter out directly with the lawyer, or if you would prefer to speak to a different person, please contact either:
- 3.2.1 the head of the team handling your case; or
  - 3.2.2 your client contact member whose name is in your letter of engagement.
- 3.3 if you do not feel that we have dealt with your complaint satisfactorily, please contact the member responsible for client care and whose name is in your letter of engagement.
- 3.4 if you disagree with our bill for any reason, you must pay the part you do not disagree with within the credit period (please see paragraph 7).

### **4. Using electronic communications**

- 4.1 if you give us your email address or mobile phone number, you agree that we can contact you by electronic communication. We will also use electronic communication as a way of communicating with others about your case.
- 4.2 however, in giving us permission in paragraph 4.1 you should realise the following.
- 4.2.1 like you, we have no control over the internet or telecommunications systems.
  - 4.2.2 we cannot guarantee to you that whoever receives any electronic communication that we send on your case will receive it within a reasonable time, if at all.
  - 4.2.3 we do not accept responsibility if:
    - a you or anyone else changes any electronic communication that we send about your case after we send it;
    - b we do not receive any electronic communication that anyone (including you) sends to us about your case;
    - c we do not receive, within the relevant time, any urgent electronic communication that anyone (including you) sends to us about your case; or
    - d anyone changes any electronic communication sent to us about your case before we receive it.
  - 4.2.4 the networks we use to send electronic communication do not guarantee their security or delivery standards. As a result, we cannot give you any guarantees about these matters.

- 4.2.5 we try to make sure that our emails, and their attachments, do not contain viruses by using virus checking software and services. However, we do not guarantee our email to be virus-free and strongly recommend that you check any email that we send to you for viruses before you open it.
- 4.3 if you are concerned about the security and confidentiality of using electronic communication, please discuss this with us. We may be able to use password-protected attachment or codes.

**5. How we charge**

- 5.1 we charge for our time and expertise.
- 5.2 normally we work out our charges based on the time that our lawyers spend working on your case.
- 5.3 we record the time that we spend working on your case in units of six minutes so that there are 10 units for each hour. For each unit of time that we record, we describe it as a type of activity, for example, sending a letter or receiving a phone call. We record all the time that we spend working on your case including:
  - 5.3.1 reading and preparing;
  - 5.3.2 meeting you and others (including our other lawyers);
  - 5.3.3 travelling to and from meetings with you or with others;
  - 5.3.4 sending and receiving communications to and from you and others; and
  - 5.3.5 acting on your behalf

Routine telephone calls and routine correspondence which take less than six minutes are charged at the minimum unit rate of six minutes.

- 5.4 we give each of our lawyers an hourly charging rate. Some of our lawyers have more experience and so we set their hourly charging rates higher. Sometimes we may also 'blend' a rate. This means we use a single hourly rate for both senior lawyers and more junior lawyers.
- 5.5 in working out our charges, we may also take into account other factors, such as how complicated or urgent the case is. In matters involving substantial financial consideration or benefit fees may be calculated both by reference to the time spent and by reference to the value of the matter, reflecting the importance of the matter and the responsibility falling upon the firm.
- 5.6 at the beginning of a case we will tell you which lawyer, or lawyers will deal with your case and their hourly charging rates.
- 5.7 we normally change our hourly rates in April each year to take account of changes in our overhead costs. When we change our hourly rates, we will write to tell you about the new rates.
- 5.8 we may agree with you not to use hourly rates and the time we spend as the basis of our charges. We may instead agree charges up to a certain level, fixed charges or charges that depend on certain circumstances (see paragraph 20). In some cases, we might also agree to do set amounts of work in return for a fixed charge each year.
- 5.9 we will give you an estimate of our charges but it can only ever be a guide. It may also only relate to the first stage of the work we will do for you. Our actual charges may be more or less than our estimate. Any estimate that we give you is not a binding quote unless we agree with you that it is. If we do agree a quote with you, it will be based on your specific instructions. If your instructions or the circumstances of your instructions change, we may give you an extra quote or estimate, or charge you for the amount of extra time that we spend. Unless we say otherwise, we will charge you VAT on top of any estimate or quote that we give to you.

- 5.10 where relevant, we will charge you VAT at the appropriate rate (currently 20%) on our charges and on any expenses that we pay or agree to pay while acting for you.
- 5.11 we will try to keep you regularly informed about the level of our charges and we will let you know about any changes in circumstances that will affect information we have previously given to you about our charges.
- 5.12 we may charge you for any work that we do not complete (for whatever reason).
- 5.13 we may ask you to pay our charges up front.
- 5.14 you agree that the firm may be paid a referral fee if you are referred to an independent trade union representative in connection with your case. This fee is paid by the trade union representative.

## **6. Expenses**

- 6.1 when you instruct us, you are authorising us to pay reasonable expenses on your behalf that are relevant to your case. For example, these expenses might include court fees, search fees, registration fees, fees to register a trademark, valuation fees and commissioner's fees.
- 6.2 if practical, we will talk you before we agree to large expenses on your behalf, such as barrister's fees or medical expert's fees.
- 6.3 we may ask you to pay us up front for expenses we pay or agree to while working on your case. Normally, we always ask you to pay large expenses up front.
- 6.4 whenever we pay expenses on your behalf, we will send you a bill for those expenses.
- 6.5 we may charge you for photocopying that we do for you and for phone and fax costs, travel costs, meal costs and hotel costs that we have to pay or agree to when working on your case. Photocopying at this office will be charged at the rate of 10 p per page.

## **7. Bills**

- 7.1 we will send you bills during the time we are acting for you. We call these 'interim bills'. We will usually send you an interim bill each month but we may leave longer gaps between them. At the end of your case we will send you a final bill.
- 7.2 you must pay our bills no later than 14 days from the date given on them unless we write to tell you that a different payment date applies. If you do not pay us within 14 days of that date, we may charge you interest under the Late Payment of Commercial Debts (interest) Act 1998 on the amount that you have not paid. This act currently allows us to charge you interest of 8% above the base lending rate of the Bank of England. Please also read paragraph 8.1.
- 7.3 if you and another person or company give us instructions on your case, you are responsible for paying our bills individually as well as a group. This means that we can demand payment from one of you or all of you, whichever we choose.
- 7.4 if we hold money on your behalf (including any interest which may have built up) we may and will use this to pay or part pay our bills.
- 7.5 it is your responsibility to pay our bills even if someone else has agreed to pay some or all of it for you. If someone else does pay some of it, you are responsible for paying the rest to us.
- 7.6 in certain circumstances, you also have a right under the Solicitors Act 1974 to ask the court to assess our bill.

## **8. Our policy on credit**

- 8.1 if you do not pay any of our bills on time, we may:

- 8.1.1 issue legal proceedings against you to recover the amount you owe;
  - 8.1.2 stop working on any case for you; and
  - 8.1.3 keep your documents and papers and our papers until you have paid all money that you owe us.
- 8.2 if we issue legal proceedings against you as described in paragraph 8.1, we may claim interest from you under section 69 of the County Court Act 1984. We will also include our costs in connection with the proceedings. The rate of interest under this act is currently 8%.

**9. Commission**

- 9.1 unless we agree otherwise with you, we will pay you any commission that any other person or company pays us resulting from your case.
- 9.2 when we act for you, we may receive money on your behalf. If we do, we will pay you interest on that in line with the Law Society regulations.

**10. Insurance**

- 10.1 you must let us know when we start to act for you if you have an insurance policy relevant to your case. For example, if you have an indemnity policy or a legal expenses insurance policy, you must send us a copy and provide us with all the relevant contact details.
- 10.2 if you have a relevant insurance policy, you are responsible for our fees in line with paragraph 7 until your insurers confirm cover and until they refund them. You must sign an authority for us to give your insurer details of your matter. You are also responsible for any shortfall between the amount of costs and the amount paid by the insurers.
- 10.3 for cases involving legal proceedings there are certain insurance products available, called 'after the event' insurance. We would be happy to discuss these with you if you would like us to do so. If we help you arrange insurance, we will give you a statement of demands and needs which you must sign and return to us.

**11. When you stop giving us instructions**

- 11.1 you may stop instructing us at any time if you let us know in writing.
- 11.2 we may stop acting for you if we have good reason to do so and if we write to you to tell you that we are no longer acting for you. Examples of some of these good reasons include:
  - 11.2.1 if you fail to pay our bills in full on the date you should have paid them or fail to pay us in advance when we ask you; and
  - 11.2.2 if the rules and regulations governing how we operate mean we have to stop acting for you.
- 11.3 if we stop acting for you, for whatever reason, you must pay all our charges and expenses up until that time. We will keep all your papers and documents until you do this.

**12. Confidentiality and conflict of interest**

- 12.1 we will keep your information about you, your business and affairs confidential at all times unless:
  - 12.1.1 you tell us to release information;
  - 12.1.2 we have to release information by law; or
  - 12.1.3 it is appropriate for us to release information given the nature of the work that we are carrying out for you.
- 12.2 our obligation of confidentiality in paragraph 12.1 does not apply to information about you, your business and affairs if:
  - 12.2.1 the public has access to it (other than through us breaking our obligation in paragraph 12.1); or
  - 12.2.2 we already had the information before we worked for you; or

- 12.2.3 another person or organisation, with full authority, has given it to us.
- 12.3 please read paragraphs 16, 17, 18 and 21.4.
- 12.4 despite paragraph 12.1, we may make our file about your case available to an external auditor (see paragraph 15) under the following conditions.
  - 12.4.1 the auditor has agreed in writing to keep the contents of your case confidential.
  - 12.4.2 the auditor has agreed in writing to only use your file to assess our performance against quality standards.
  - 12.4.3 we will not allow the auditor to take our file off our premises or to take any copies of documents.
- 12.5 our professional rules say that we cannot act or continue to act for you if there is an actual or possible conflict between your interests and the interests of another of our clients. If this happens, we may have to stop acting for you but we may continue to act for the other client.

**13. Publicity**

When your case is completed, we might like to publicise our involvement in it. We will, of course, discuss this with you first.

**14. Storing files**

- 14.1 after finishing your case, we will store files and any other papers about it for:
  - 14.1.1 six years;
  - 14.1.2 whatever the time period we consider reasonable in the circumstances; or
  - 14.1.3 as we have to do by law;whichever is longest.
- 14.2 Paragraph 14.1 does not apply to any papers that you ask us to return to you (as long as you have paid all charges and expenses due to us – see paragraph 8.1).
- 14.3 we will not destroy title deeds, wills and probates, original trademarks, registered designs or Companies House certificates or similar items or documents if you ask us to keep them in safe custody.
- 14.4 we will not normally charge you for storing documents or for retrieving stored papers or deeds if they are related to continuing or new instructions to act for you. However, we may make a charge based on the time we spend on producing stored documents for you or someone else if you ask, for reading papers, writing letters or other work or expenses we run up to follow your instructions.
- 14.5 we may store files and other papers in electronic form. If we do, we may destroy the hard-copy documents. In this case, we will keep the electronic copies according to paragraph 14.1.

**15. External audits**

- 15.1 to provide a high quality service to you, we do our best to meet quality standards set by other organisations.
- 15.2 so that we can make sure that we keep to these quality standards, we will use an auditor to occasionally assess our performance.
- 15.3 when these audits take place, we need to allow the auditor to randomly choose a sample of files to audit. If the auditor chooses a file relating to your case, we will protect your confidentiality as described in paragraph 12.

**16. Regulations**

We have to keep to the rules of the Law Society in our relationship with you. If our advice includes financial services, we also have to keep to the rules of the Financial Services Authority.

17. **Data protection and using data**
- 17.1 under the Data Protection Act 1998, we have given the Information Commissioner for mal notice that we handle personal information under that act.
- 17.2 as part of providing our services to you, and because we have to follow the Money Laundering Regulations 2003 (see paragraph 18), we may need to reveal personal information about you to other people. It is impossible to list everyone this includes because this will depend on the nature of your case. However, examples might include:
- 17.2.1 the court;
- 17.2.2 other parties in legal proceedings;
- 17.2.3 experts;
- 17.2.4 barristers;
- 17.2.5 legal agents or inquiry agents; or
- 17.2.6 other service providers (such as if we register an internet domain name on your behalf).
- 17.3 in some cases we may have a legal duty to release information about you. If this is the case, we will, of course, keep to our obligations. if we have to release personal information about you as part of the work that we are providing to you, we will only release what is reasonable and appropriate. Please ask us if you have any concerns about this.
- 17.4 if we set up a company for you, we may have to release personal information about you to companies that set it up and who provide director and secretarial services.
- 17.5 almost all of our IT is handled by another organisation, as a result, we may need to release personal information about you to our IT services providers so they can maintain our IT systems. We have a written contract with them to protect your confidentiality.
- 17.6 we would like to keep you up to date with information about us, our services, events and legal developments and issues that might interest you. Occasionally, we might also want to tell you about services, products or events other companies offer. We will contact you separately to identify what information you would like to receive from us in the future and how you would like to receive it.
18. **Money laundering regulations**
- 18.1 the Money Laundering Regulations 2003 say we must, in most cases, gather evidence of the identity of our clients.
- 18.2 as a result, we may do an independent computer identity check on you with another service provider and we may ask you to show us some form of personal or corporate documents (as required by the regulations) to check your identity. The service provider who carried out the check will record the fact that we have carried out a search and may also use the details from our search in the future to help other companies confirm people's identities.
- 18.3 we have to continually keep to these regulations and this may mean that these is a delay in the work we are carrying out for you. **Neither us, nor our members or lawyers, accept any liability to you for any loss or damage caused by that delay.**
- 18.4 solicitors must keep the affairs of clients confidential. However, recent laws on money laundering and terrorist financing have given solicitors a legal duty in certain circumstances to release information to the Serious Organised Crime Agency (SOCA). If a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may have to tell the SOCA. If this happens, we may not be able to tell you that your information has been passed on to the SOCA because the law does not allow 'tipping off'. The

SOCA will then give or withhold permission for us to continue acting for you. Even if the SOCA gives permission for us to act, it can pass the information to any relevant body (for example, HM Revenue and Customs) and an investigation may take place at any time in the future. If our suspicions are unfounded, all communications between you and us will remain private. If, however, our suspicions are justified, that privacy will be lost and we can discuss our communications with other people.

**19. Cases involving legal action**

- 19.1 if you are making a claim or defending legal proceedings that we are handling for you, please read this paragraph and paragraph 20 very carefully.
- 19.2 you are responsible for paying our bills even if the court eventually orders another person or company to pay or part pay your legal costs.
- 19.3 in the UK, the court can decide which person should pay the costs of proceedings. The court will usually order the person who is not successful to pay a percentage of the successful person's legal costs.
- 19.4 the court very rarely makes an order that the person is not successful should pay all the successful person's costs. You should assume that, even if you are successful, you will have to pay legal costs over and above any amount of money that the other person has to pay to you. If the other person has used public funding (what used to be legal aid), it is unlikely that they will actually pay you any amount towards your costs.
- 19.5 if the court orders the other person to pay some or all of our charges and expenses, we can claim interest from them from the date of the order until they pay. If you have paid our charges and expenses up front, we will pay any interest that we recover directly to you. If you have paid our charges and expenses after the case is dealt with, we will keep any interest that we recover.
- 19.6 if you withdraw from any action, you may have to pay the other person's costs.
- 19.7 if you are not successful in any action, as well as having to pay our charges and expenses, the court is likely to order you to pay part or all of the other person's costs.
- 19.8 the process of agreeing costs or having the court assess them can mean a delay between the court making an order for costs and the other person actually paying them. For example, if the other person has to pay your costs at the end of the case, it may take several months for the court to decide the amount and for them to then pay you. The court will expect you to have paid our charges and expenses (and so will we) before you can recover them from the other person. If you have not done so, the court will probably prevent the other person from paying you.
- 19.9 if the court has to decide the question of costs, we may have to prepare a very detailed bill and we will itemise the work that we have done on your case. You will have to pay us for preparing this bill and also for the court fee. The court might order the other person to pay some of these charges and expenses.
- 19.10 you may have to pay some of the other person's costs during the proceedings. During a case, any person involved in it can apply for the court to decide a point of procedure or law. If this happens, the court will make each person provide details of their costs for preparing or responding to the application. Once the court has made the decision, it will usually decide which person will pay the costs for the application. The court will normally decide that the person who is not successful has to pay the other's costs within 14 days of the date of the decision.



- 19.11 in some cases, there are different rules about costs. Most cases with a financial value under £5,000 are dealt with in the small claims court, unless they concern personal injury. **In cases before the small claims court, and also before an employment tribunal, it is rare that an order is made that a person who is not successful should pay the other's costs (other than some limited fixed costs). You should not expect the other person to pay any of our charges and expenses even if you are successful.**
- 19.12 in civil, non-family court cases, the court says that certain documents must contain a 'statement of truth'. You must sign this statement of truth. You must make sure that the facts you have given us or the documents you have given us are correct and true. If you sign the statement of truth without considering it properly, it could be very serious. It could lead to the court making an order to put you in prison. In some cases you may authorise one of our lawyers to sign a statement of truth on your behalf. If this happens, we sign as your agent and not in our own right.
- 19.13 during your case, you will have to pass to the other person all documents that relates in any way to the issues in the dispute that you:
- 19.13.1 have; or
  - 19.13.2 have had; or
  - 19.13.3 keep with your accountants or bankers and so on.
- 19.14 your obligation under paragraph 19.13 is a broad obligation to the court. The court gives a wide meaning to 'documents'. It includes:
- 19.14.1 correspondence;
  - 19.14.2 notes;
  - 19.14.3 diaries;
  - 19.14.4 electronic communications;
  - 19.14.5 documents stored electronically;
  - 19.14.6 video tapes;
  - 19.14.7 documents that you may consider confidential; and
  - 19.14.8 any other items that could damage your case.
- 19.15 your obligation to release the documents under paragraph 19.13 is an ongoing obligation until the court proceedings are finished. This means that:
- 19.15.1 you must keep all relevant documents safe and you should not destroy any of them; and
  - 19.15.2 we will need to review them during the course of the case. If you have any doubt about whether or not to destroy documents, you should speak to the lawyer dealing with your case.

## 20. Contingency fees

- 20.1 for certain types of work, we may agree a 'contingency-fee basis' for our charges. If we do, we will send you a separate written agreement giving full details of the special terms that will apply between us.
- 20.2 in a 'contingency-fee agreement', we agree that we will aim to recover our charges and expenses in working for you from any settlement or award of compensation made. If the court decides against you, you will not have to pay our charges and expenses.

## 21. Intellectual property

- 21.1 in working for you we will use our know-how and experience. We will share this with you by giving you advice and preparing documents on your case. This is our confidential information; we also own the intellectual property rights in any material that we produce in dealing with your case.

- 21.2 as well as paragraph 1.4, you may not, unless you have our permission:
  - 22.2.1 release confidential information or intellectual property to any other person; or
  - 22.2.2 supply, pass on or otherwise commercially use our services.
- 21.3 unless we have agreed otherwise, if you pay our bills, we will grant you a royalty-free, non-exclusive licence to our confidential information and our intellectual property. However:
  - 22.3.1 you may only use these for the purposes for which we provide them to you in the first place; and
  - 22.3.2 you may only use these for your own business or personal purposes and for no other reasons.
- 21.4 to avoid any doubt, if you do not pay our bills, we may cancel your right to use our confidential information and intellectual property.

**22. Variation**

If we change these terms, we will write to tell you.

**23. Invalid terms**

If any of these terms is, or at any stage in the future becomes invalid, illegal or cannot be enforced in law, it will not affect the other terms which will stay in force.

**24. Jurisdiction**

If there is a dispute between you and us, we both agree that the court of England and Wales will be the only courts with the power to deal with the dispute and that English law will apply.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_