

### 1. INTRODUCTION

For the purpose of these Terms “we” “our” “us” “the LLP” or “the firm” means T V Edwards LLP, which is a limited liability partnership registered in England and Wales with Registered Number OC325696, and whose registered office is at Devonshire House, 60 Goswell Road, London EC1M 7AD and whose principal place of business is at Park House, 29 Mile End Road, London E1 4TP. Persons referred to in these Terms as “partners” are members of that LLP. These Terms, together with our engagement letter, set out the basis on which we will provide our services, and they should be read together. In the event of any inconsistency between the letter and these Terms, the former shall prevail. The Terms including the limits on our liability in clause 14 will apply to all services rendered by us to you from time to time unless we have entered into a specific written agreement which expressly excludes or modifies them in whole or in part; and in the case of existing clients, all instructions received after 1<sup>st</sup> July 2011 will be treated as acceptance of the Terms. Any business conducted with us is solely with the LLP and the LLP has sole legal liability for the work done for you and for any act or omission in the course of that work. No member, partner, principal, employee, associate or consultant of the LLP will have any personal liability for work undertaken for you. If a member, partner, principal, employee, associate or consultant signs in his or her own name any letter or other document in the course of carrying out that work it does not mean he or she is assuming any personal legal liability for that letter or document.

### 2. GENERAL BASIS FOR ACCEPTANCE OF INSTRUCTIONS

- (a) Instructions will be accepted or declined in accordance with the Solicitors' Code of Conduct 2007, as it may from time to time be amended.
- (b) We will be free to use such members of our staff or agents in connection with your case as we consider to be appropriate and in your best interests.
- (c) You will notify us in writing if communications are to be sent to you other than at the postal address, fax number or email address you have provided, and whether particular advice is to remain undisclosed to other persons associated with you. Unless you tell us not to do so we may communicate to you by email and do not accept responsibility for any breach of confidentiality which may occur, whether because of a fault or omission on your part or by any of your agents or the result of any action of a third party. We do not encrypt, password protect or digitally sign any e-mail or document sent by us unless agreed with you in writing.
- (d) You will provide us with a full description of the services you require and a statement of your objectives.
- (e) You will provide us with sufficient information to enable us to carry out our work. This will include relevant documents, notes, agreements, emails, correspondence and personal statements.
- (f) It is our practice to check for conflicts of interest in appropriate cases. However, an actual or potential conflict between your interests and the interests of another advised party may arise during the course of a matter. If this situation arises during our dealings with you we will discuss it with you and determine the appropriate course of action. In order to protect your interests we may not be permitted to continue to act for you.
- (h) If we are instructed to act for a third party, in circumstances where we hold information which is confidential to you which would be material and adverse to that third party, we may accept that party's instructions provided that we put in place such information barriers as may be suitable under Rule 4 of the Solicitors' Code of Conduct 2007 (as the same may from time to time be amended) to prevent the passage of that information to the third party. Your consent to our proceeding in that manner is deemed to have been explicitly given by your agreeing to these Terms.
- (i) Your papers and documents may be reviewed by external auditors.
- (j) Part of our transcription may be outsourced to a third party based in the UK or overseas. We will take reasonable steps to ensure that confidentiality and security of information is strictly adhered to.

### **3. TAX ADVICE**

Unless our retainer includes advising you in relation to specified tax matters, we will not normally advise on tax issues or their implications and we will assume that you are obtaining separate advice on them. The responsibility for instructing a tax adviser or accountant will be yours.

### **4. PUBLIC FUNDING (FORMERLY "LEGAL AID")**

- (a) Public Funding certificates only cover the work actually described in them; they specify what work can be undertaken in respect of your matter and a limit in respect of the costs that can be incurred.
- (b) You must tell us and/or the Legal Services Commission of any change in address or your financial circumstances. For example, if you are not working at the time of your application and subsequently get a job, you must inform us and/or the Legal Services Commission. This duty continues until such time as your funding certificate is discharged. If you fail to notify the Legal Services Commission and we subsequently discover the change in your circumstances we are under a duty to notify the Legal Services Commission, indeed, we are under a duty to notify the Legal Services Commission of any change in your circumstances which affects your entitlement to Legal Aid.
- (c) If you ask us to carry out work that is deemed to be unreasonable, we have a duty to report matters to the Legal Services Commission, which may result in the discharge of your funding certificate.
- (d) If you ask us to carry out work which is not covered under a Public Funding certificate we will be entitled to charge you for that work on the normal charge basis. In this case, we will send you new Terms of Business and agree how we shall carry on this work for you.
- (e) Please note that Public Funding certificates are not retrospective and only cover work done between their date of grant and their date of discharge, withdrawal or revocation.
- (f) If you are granted a Public Funding Certificate (including an "Emergency Certificate") which is "revoked" because, for example, once a correct financial assessment has been made, it is found that you do not qualify for Public Funding or you have failed to provide the Legal Services Commission with information requested by it, you may be required to pay some or all of the fees incurred.
- (g) If you are granted a Public Funding Certificate that is subject to your paying a contribution, the Certificate may be discharged if you fail to maintain your contribution. If your contributions fall into arrears we shall be unable to carry out further work on your behalf without further authority from the Legal Services Commission or Court and you remain liable for the arrears.
- (h) If your Public Funding Certificate is subject to you paying a monthly contribution, liability for this lasts throughout the period that the Certificate is in force.
- (i) Generally, if you have the benefit of Public Funding you will not be liable for the opponents costs even if your claim is unsuccessful. The opponent can, in limited circumstances, claim its legal costs against the Legal Services Commission. However, even if the cost of your case is covered fully or partially by a Legal Aid Certificate, the Court still has power to make you pay the fees and expenses of your opponent if it thinks it fair to do so. In making such a decision, the Court will take into account the manner in which you have conducted yourself in the case and compare your financial circumstances with those of your opponent.

#### **The Statutory Charge- What will you have to pay?**

- (a) The statutory charge is a very important aspect of Public Funding. If a Public Funding certificate is wholly or partly financing your case the Legal Services Commission or ourselves are entitled to deduct any part of the costs of your matter, which has not been recovered from your opponent, from any property of money recovered or preserved. Any contribution you have been required to pay will be taken into account. The amount recovered from your opponent rarely covers the entire cost. The Legal Services Commission also has the right to register a charge on property recovered or preserved so that reimbursement can take place in the future when it is sold. In that event the sum to which the charge relates carries interest payable to the Legal Services Commission at a rate that will be advised at the time.
- (b) At the conclusion of your matter all or part of any money recovered will be held until the position in respect of the Statutory Charge has been assessed either by the Legal Services Commission or the Court.
- (c) If any cover for your fees provided by the Legal Services Commission terminates for any reason, or if having obtained Public Funding cover for your fees, you fail to pay our charges and expenses incurred for work carried out prior to obtaining that Public Funding cover, we may decline to act

further for you and/or continue to implement your instructions unless alternative arrangements are made with you for the future funding of your matter or until what is due to us is paid.

## **6. TERMINATION**

We will on giving reasonable notice be free to refuse to act or continue acting in accordance with the Solicitors' Code of Conduct 2007 (as it may from time to time be amended) and in particular if:–

- (a) we are or may be in breach of the law or the principles of professional conduct by accepting or continuing to accept instructions;
- (b) we consider there is or may be a conflict or risk of conflict between your interests and those of any other client of ours or the LLP;
- (c) Your Public Funding certificate is discharged, withdrawn or revoked; or
- (d) We may also discontinue acting on other reasonable grounds.

You may terminate our retainer in writing at any time. In some circumstances, you may consider we ought to stop acting for you, if, for example, you cannot give clear or proper instructions on how we are to proceed, or if it is clear that you have lost confidence in how we are carrying out your work.

## **7. CONSEQUENCES OF TERMINATION**

If we cease acting for you, we shall, where relevant, apply to remove ourselves from the court or employment tribunal record.

## **8. CONTINUING OBLIGATIONS**

- (a) Unless specifically otherwise agreed we shall not be under any continuing obligation to advise you of changes in the law which may affect advice previously given.
- (b) All communications generated between us during the currency of our retainer shall remain confidential and shall not be disclosed to any third party without consent or where we are under a professional duty to do so.
- (c) As part of our commitment to provide a good quality service to you we may, from time to time, invite suitably qualified external assessors periodically to review our files on a sample basis for compliance.

## **9. COMPLAINTS**

- (a) A copy of our Complaints Procedure is available on request to our principal office.
- (b) If you have a concern about any aspect of our service it should be raised immediately with the partner or fee earner dealing with your matter or, if substantial, in writing to the Senior Partner at our principal place of business.
- (c) Any complaint will be investigated further if necessary and remedied promptly, if possible.

## **10. STORAGE OF PAPERS AND DOCUMENTS**

Except for any of your papers which you ask to be returned to you, we will keep your file on the understanding that we have your authority to destroy it 6 years after the conclusion of the matter. Completed files are sent to external storage and there may be a delay of several days following a request for retrieval.

## **11. ELECTRONIC STORAGE OF INFORMATION**

To enable us to provide an efficient service correspondence and documents received by us may be routinely scanned into our data storage and retrieval systems in lieu of a paper file. The originals may be destroyed unless you have provided us with specific instructions in writing not to do so. In addition, personal information you provide us will be stored on our systems. We will retain electronic information for a minimum of 6 years. By submitting any correspondence, documents or personal information to us, you consent to the storage of information about you and your matters in such media.

## **12. DATA PROTECTION ACT 1998**

As a data controller we are bound by the requirements of the Data Protection Act 1998. You agree that we may obtain, use, process and disclose personal data to enable us to discharge the services agreed under this engagement, and for other related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance. It is possible that we may outsource data where we need to do so for the above purposes. If we do we shall ensure that the party to whom we outsource agrees to keep your data secure, and is bound either by law or by agreement to suitable standards of data protection.

### **13. MONEY LAUNDERING REGULATIONS 2007**

- (a) Work funded by the Legal Services Commission under Public Funding certificates is not regarded by HM Treasury as being participation in a financial transaction. This is relevant, as it affects what steps we must take to carry out identity checks on our clients. We may, therefore, not need to ask you for evidence of identity before acting for you. However, even in such cases, there may be circumstances where, in order to enable us to satisfy our obligations under these Regulations and related legislation, it may be necessary for you to supply appropriate proof of identity before we are able to act or continue to act for you. We may also not be able to receive any funds from, or pay any funds to, you or on your behalf unless all necessary identification and other procedures have been satisfied for the purposes of the Regulations.
- (b) In the light of the Regulations and for insurance reasons we do not normally accept cash payments from or on behalf of clients and then only in special circumstances and for limited amounts.
- (c) We may use electronic identification service providers to confirm your identity, and that of any beneficial owners.
- (d) If we require it, proof of identity will usually be a current valid passport, driving licence, recognised identity card or equivalent showing your name, date of birth and photograph, together with a current utility bill or equivalent confirming your address.
- (e) We may need to check whether you may be a "politically exposed person" as defined in the Regulations, or a family member or close associate of such a person.
- (h) We understand that the operation of these Regulations may be a cause for concern, but we ask for your understanding and cooperation in assisting us to comply with our legal obligations.

### **14. PROCEEDS OF CRIME ACT 2002 & TERRORISM ACT 2000**

- (a) We are prohibited by this legislation from acting for or advising a client in relation to terrorist financing, or the acquisition, retention, use or control of the proceeds of any crime or any attempt to conceal, disguise, convert or transfer any criminal property or to remove it from the jurisdiction, or from being involved in arrangements relating to such activities. The proceeds of crime and criminal property are widely defined for these purposes to include any activity (including tax evasion) carried on anywhere which would be illegal if carried on in the UK.
- (b) We have a legal obligation to report to the Serious Organised Crime Agency any person, including a client, suspected of involvement in activity covered by this legislation. As a result we reserve the right to make all disclosures to relevant authorities as required by law, without notice to you, and if appropriate to cease acting for you without giving any specific reason.
- (c) These obligations override our normal duty of confidentiality to you. We will not accept any liability for any loss or damage that you or any third party may suffer or incur on any account for any action taken, or not taken, by us in good faith with a view to complying with this or any related legislation.
- (d) We may also require confirmation from you of the source of any funds, in particular any remitted from overseas, and whether all necessary tax has been paid and all necessary returns made in relation to any overseas funds. We reserve the right to require further information and supporting documentation as appropriate.
- (e) In order to minimise the risk of disruption to the completion of any transaction which we are to complete on your behalf, which involves the provision to us of funds by you, we ask that you let us have cleared funds no later than seven working days before the date set for completion. If this is not possible in any case please discuss the position with us as soon as possible.

### **15. LIMITATION OF LIABILITY**

- (a) We believe that the limitations on our liability as set out in this agreement are reasonable having regard to the availability and cost of professional indemnity insurance and possible changes in its availability and costs.
- (b) We will not be liable to the extent caused by the provision of false, misleading or incomplete information or documentation or due to the acts or omissions of any person other than us, except where, on the basis of the enquiries normally undertaken by solicitors within the scope of this agreement, it would have been reasonable for the solicitor to discover such defects.
- (c) Subject to clause 14(b) the total aggregate liability of T V Edwards LLP, its partners and employees to you (and where we are instructed jointly by more than one party, all of you collectively and in total and also including anyone claiming through you) for any claims, demands and costs (including claimants costs) in respect of any act, omission or negligence arising from or in connection with this agreement (including any addition or variation to the same) shall not exceed

- £3 million or such larger sum as may from time to time be the minimum level of cover prescribed for us by the Solicitors Regulation Authority.
- (d) Proceedings in respect of any claims against us must be commenced within 3 years after you first had (or ought reasonably to have had) both the knowledge for bringing an action for damages and the knowledge that you had a right to bring such an action and in any event no later than 6 years after any alleged breach of contract, negligence or other cause of action. This provision expressly overrides any statutory provision which would otherwise apply; it will not increase the time within which proceedings may be commenced and may reduce it.
  - (e) If we are liable to you either jointly or jointly and severally with any other party:
    - (i) We shall only be liable to pay you the proportion which, due to our fault, is found to be fair and reasonable. We shall not be liable to pay you the portion which is due to the fault of another party (irrespective of any limitation provision which may apply to the liability of such other party); and
    - (ii) any sum due from us to you shall be reduced by the proportion for which another party would have been found liable if either:
      - (1) you had also brought proceedings or made a claim against them; or
      - (2) we had brought proceedings or made a claim against them under the Civil Liability (Contribution) Act 1978 or any similar enactment under any other relevant jurisdiction.
  - (f) We shall not be liable for any loss arising from or connected with our compliance with any statutory obligation which we may have, or reasonably believe we may have, to report matters to the relevant authorities under the provisions of any anti-money laundering or other legislation which may apply from time to time.
  - (g) This paragraph shall apply to any claim against us by you and, if any duties are held to be owed to them, any individuals or bodies who are related or associated to you, and any officers, employees or consultants of any of these entities.
  - (h) All claims arising from the same act or omission, or from a series of related acts or omissions, shall be regarded as one claim, whoever they are made by.
  - (i) You agree that you will not bring any claims or proceedings against our individual partners or employees. This clause shall not operate so as to exclude any liability which a partner, or employee is not permitted by law or rules of professional conduct to limit or exclude. This clause is intended to benefit such partners or employees who may enforce this clause pursuant to the Contracts (Rights of Third Parties) Act 1999 ("the Act"). Notwithstanding any benefits or rights conferred by this agreement on any third party by virtue of the Act, the parties to this agreement may agree to vary or rescind this agreement without any third party's consent. Other than as expressly provided in this agreement, the provisions of the Act are excluded.
  - (j) No liability will in any event apply in respect of any incidental, indirect, special or consequential damages, including but not limited to loss of revenue.
  - (k) We will not be liable to you for any failure to perform or delay in performing any of our obligations to the extent that the failure or delay is caused by circumstances beyond our control including but not limited to telecommunications failure, power supply failure, terrorism and computer breakdown."
  - (l) Note however that these exclusions shall not apply to any claim in respect of the death of or injury to any person. **Subject to that, please note that by entering into an agreement upon these terms and conditions, you are agreeing to limit your potential ability to claim in accordance with the above.**

## 16. BANKING

We hold all client monies in banking institutions regulated by the Financial Services Authority. In the event of any such banking institution being unable to repay depositors in full, we shall not be liable to you for any losses suffered as a result of the institution's failure.

## 17. COPYRIGHT

- (a) Unless we agree otherwise, all copyright subsisting in the documents and other materials that we create whilst carrying out work for you will remain the property of T V Edwards LLP. You will have the right to use such documents and materials for the purposes for which they are created.
- (b) You agree not to make our work, documents or materials available to third parties without our prior written permission and we accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

## 18. GENERAL

- (a) These Terms of Business shall not affect any provision of the general law or professional standards applicable to the relationship between us and you as solicitor and client.
- (b) We will not be liable to you or any third party if we are unable to perform our services as a result of any cause beyond our reasonable control. If any such event should arise, we will notify you as soon as reasonably practicable.
- (c) We are regulated by the Solicitors Regulation Authority. Their rules are available at <http://www.sra.org.uk/rules>. We are not separately regulated or authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services Authority so that we can carry on insurance mediation activity. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Services Authority website at <http://www.fsa.gov.uk/Pages/register/index.shtml>.
- (d) Sometimes our work involves investments. As stated, we are not authorised by the Financial Services Authority and so may refer you to someone who is authorised to provide any necessary advice. However we can provide certain limited services in relation to investments, provided they are closely linked with the legal services we are providing to you, as we are regulated by the Solicitors Regulation Authority.
- (e) Any notice to be given to us may be sent to us at our principal place of business and, any notice to be given by us, may be given to you at your last address known to us.

**END**