



**TORQUELAW**

---

**Terms of Business**

September 2016

## OUR WORKING TOGETHER

We've put together this document to let you know how we'll work with you. These Terms of Business referred to in our initial Engagement Letter apply to all the services we will supply to you.

## RESPONSIBILITIES

### We will:

- Always act in your best interests, subject to our professional duties;
- Give you our best advice in accordance with your instructions;
- Give you the best information possible about the likely cost and timescales of your matter;
- Advise you where appropriate on whether the likely outcomes justify the likely costs and risks associated with your matter;
- Deal with your instructions within a reasonable timeframe;
- Keep you updated with progress on your matter by telephone, email, post or in person; and
- Update you regularly on the charges incurred on your matter

### As our client, you will:

- Keep confidential our advice and other communications with you;
- Provide us with clear, timely and accurate instructions as well as all information and materials necessary or desirable for us to perform the services for you;
- Co-operate with us and our reasonable requests;
- Notify us promptly of any changes or additions to instructions, information and materials previously provided by you or on your behalf;
- For matters involving Tribunal or Court proceedings, you will have an ongoing duty of disclosure of documents. You will be provided with a guide explaining your obligations where this is relevant;
- Pay us promptly when asked; and
- Behave honestly and in good faith.

## BENEFIT OF THE SERVICES

We will provide the services solely to you as our client. No other person may have sight of all or any part of our work, use or rely upon the services or derive any benefit from them unless we have given our prior express, written consent and the relevant third party has entered into any supplemental agreements as we consider necessary or appropriate.

## PAYMENT OF OUR CHARGES

You agree to pay our charges. We would ask that you pay any invoice that we send you, promptly. Invoices that remain unpaid after 30 days from the date of issue will be liable to interest at the statutory interest rate (currently 8% over Bank of England base rate per annum).

Please refer to the Engagement Letter for the [fixed fee] [hourly rate] applicable to your [matter / work]. [This hourly rate is broken down into 10 six minute units. Every time work is undertaken on your case, our charges will be calculated based on how many units of time are recorded on your file. For example, a routine letter or call is charged at 1 unit of time equal to 10% of the hourly rate applicable to your [matter / work].

Our hourly rates are reviewed from time to time and we will inform you in writing of any changes.

You agree to pay, in addition to our fees, the expenses that we incur in providing the services and VAT at the appropriate rate. Expenses include disbursements, such as court fees, travel costs or overnight accommodation, room hire charges, and internally provided services such as photocopying, catering, scanning or telegraphic transfers. Additionally, we reserve the right to charge mileage where we travel to or from meetings at your request at the rate of £0.45 per mile. Travel time will not be charged unless otherwise agreed.

If you do not pay any invoice within 30 days of the date of issue, we may suspend or terminate the provision of all or any services and may invoice you for all accrued charges.

---

## ESTIMATES

Any estimate provided by us as to our charges is only a guide and is not a quotation or an offer to carry out services for a fixed price. Where, in our judgment, it is not possible to provide you with a realistic estimate of our charges, we shall give you our best estimate as to the charges for the next stage of the matter. We shall review current estimates regularly and provide you with revised estimates where applicable giving the reasons for any changes made.

---

## INVOICING

Unless otherwise agreed in writing, we will invoice you in respect of our charges on an interim basis: monthly, at the end of our financial year and on completion of a particular matter. Our invoices will contain a brief description of the work undertaken in each billable period. Expenses and VAT will be shown separately. A more detailed fee breakdown can be provided on request.

---

## FUNDING OPTIONS

Different funding options which might be available in your case include:

### 1 Before the Event Legal Costs Insurance

It is possible that you may have some form of legal expenses insurance that may cover our advice to you and, if it ever came to that point, any Court or Tribunal proceedings. It is important that you check whether you have the benefit of such cover. If you do have legal expenses insurance, and wish to explore how it might be applicable to our advice, please let us know.

### 2 Conditional Fee Arrangement

Exceptionally, we may be prepared to work under a 'No Win No Fee' or conditional fee arrangement. We will inform you if this is an option in your case.

---

## PROVIDING EXEMPT FINANCIAL SERVICES

We are not authorised by the Financial Conduct Authority. If, while we are acting for you, you need advice on investments, we may refer you to someone who is authorised to provide the necessary advice.

---

## DATA PROTECTION

We use the information you provide primarily for the provision of legal services, to help us manage our practice and fulfil legal and regulatory obligations. Our use of your information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality.

We may allow access to your information by third parties, such as our regulatory body, our professional advisers, auditors and other sub-contractors helping us with the management of our practice. These third parties are required to maintain confidentiality in relation to your information.

We may from time to time send you information which we think might be of interest to you. If you do not wish to receive such information, please notify our office in writing.

---

## EQUALITY AND DIVERSITY

Torque Law LLP is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

---

---

## SECURITY OF COMMUNICATIONS

We will aim to communicate with you in the most effective method and you therefore authorise us to communicate with you (and others in connection with your matter) by email or other electronic methods including text, instant messaging and fax. However, we cannot be responsible for the security of correspondence and / or documents sent by email or other electronic means and therefore have no liability if, due to circumstances beyond our control, communications are not received, are delayed or corrupted or are subject to unauthorised access. If you do not wish to use emails or other electronic communications or if you require enhanced security arrangements (such as encryption of emails) to be put in place in respect of your matter(s), please let us know in writing, but there may be additional costs in respect of these arrangements.

---

## AUDITING OF FILES AND CONFIDENTIALITY

External firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files. If you would prefer to withhold consent in relation to such checks, work on your matter will not be affected in any way. Since very few of our clients do object, we will assume that we have your consent, unless you notify us to the contrary in writing. We will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters which we conduct on your behalf. If you wish to withhold consent, please notify us in writing.

---

## STORAGE OF DOCUMENTS

It is our policy to store all documentation in electronic form. You must notify us in writing if you wish any documents to be retained in hard copy. In the absence of such notice we have the right to make electronic copies or images and destroy the originals and to store the electronic copies or images on any of our servers anywhere in the world.

After completing your work, we will retain an electronic copy of your file on our servers for up to six years. Paper copies of your file, or documents retained on your file, can be reproduced on request for a charge.

---

## LIMITING LIABILITY

Torque Law LLP alone will provide the services, and accordingly will be liable to you for any wrongful acts or omissions of any Members, Partners or employees of Torque Law LLP in the course of their acting as agents for Torque Law LLP. No Member, Partner or employee of Torque Law LLP shall owe you a personal duty of care. Accordingly, you acknowledge that any claim in connection with our services can only be brought against Torque Law LLP and not against any of its individual Members, Partners or employees.

If you make a claim against Torque Law LLP, our liability will be limited to £3,000,000.

We shall not be liable for any indirect loss or damage or any loss of profit, income, production or accruals arising in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including our negligence or non-performance).

Nothing in these Terms exempts us from liability arising from our fraud or from our negligence resulting in death or personal injury.

---

## CANCELLING OUR SERVICE

You may end your instructions to us in writing at any time but we can retain all papers and documents while there is any money owed to us for fees and / or expenses.

We may decide to cease acting for you where there is good reason to do so e.g. if you do not comply with your responsibilities to us or if there is a conflict of interest. We will give you reasonable notice that we will cease acting for you (unless there is a conflict of interest, in which case we can cease acting for you immediately).

If you or we decide that we should cease acting for you, you will pay our charges up until that point. These will be calculated either on an hourly basis plus expenses or by a proportion of the agreed fixed fees.

Any reimbursement of fees due to you (minus any fees, charges or disbursements accrued by that time), will be returned no later than 14 days after the day on which we are informed of your decision to cancel our services.

## COMPLAINTS

If you are dissatisfied with any aspect of our service, please speak with the Matter Partner.

If you remain dissatisfied or have a complaint that you would like to pursue more formally, please contact Tiggy Clifford / Emma Whiting on 01904 520160 / 01904 520159 or by email [tiggy.clifford@torquelaw.co.uk](mailto:tiggy.clifford@torquelaw.co.uk) / [emma.whiting@torquelaw.co.uk](mailto:emma.whiting@torquelaw.co.uk). We will then provide you with a copy of our Complaints Procedure.

If we are unable to resolve your complaint, then you can have the complaint investigated independently by the Legal Ombudsman. The Legal Ombudsman can investigate complaints up to six years from the date of the issue occurring or within three years or when you found out about the issue. If you wish to refer your complaint to the Legal Ombudsman this must be done within six months of our final response to your complaint. If you would like more information about the Legal Ombudsman their contact details are as follows:

- [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)
- telephone: 0300 555 0333
- email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)
- address: Legal Ombudsman, PO Box 6806, Wolverhampton WV1 9WJ

If you are unhappy with our charges, you may also be entitled to apply to Court for an assessment of the bill under Part III of the Solicitors Act 1974. However, the Legal Ombudsman may not consider a complaint about our bill if you have applied to Court for it to be assessed. Please note that if all or part of the bill remains unpaid, we may be entitled to charge interest (see Payment of our Charges section above).

## OTHER RELEVANT INFORMATION

We are required to provide you with the following additional information:

- Our VAT registration number is 247 9579 46
- Our Professional Indemnity Insurance is provided by Travelers Insurance Company Limited of 61-63 London Road, Redhill, Surrey RH1 1NA and the territorial coverage of that insurance is England and Wales;
- We are regulated by the Solicitors Regulation Authority (SRA);
- As solicitors we are required to comply with the SRA Code of Conduct which can be accessed via: (<http://www.sra.org.uk/solicitors/handbook/code/content.page>)

## MONEY LAUNDERING: CLIENT DUE DILIGENCE

The law requires solicitors to get satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money. To comply with the law, we need to get evidence of your identity as soon as possible. We will inform you of the evidence we require for these purposes and if you cannot provide us with the specific identification requested, please contact us to discuss other ways to verify your identity.

## MONEY LAUNDERING: MAKING A DISCLOSURE

We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the National Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. This overrides the duty of confidentiality. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why. We will not be liable for any loss, damage or delay arising out of the firm's compliance with any statutory or regulatory requirement.

## APPLICABLE LAW

Any dispute or legal issue arising from our Terms of Business will be determined by the law of England and Wales, and considered exclusively by the English courts.

---

## ACCEPTANCE OF THESE TERMS

Your continuing instructions will amount to your acceptance to these Terms. Even so, we request that you email us by return to acknowledge your agreement to such terms so that we can be confident that you understand the basis upon which we agree to act for you. Within that email, please indicate your preferred method of communication: if email, supply your preferred email address; if telephone, your preferred phone number.

**On acceptance of these Terms there will be a legally binding contract between us incorporating the terms set out herein and the Engagement Letter.**