

## Terms of Business

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(In these terms, “Invicta”, “we” and “us” mean Invicta Law Limited)

### 1. INTRODUCTION

- 1.1 Please read this carefully. It contains basic information on your rights and on the terms of the contract under which we agree to represent you. These terms and conditions of business apply to all services that we will provide to you.
- 1.2 By instructing us after you have read these terms together with the acknowledgment of instructions letter (the “**Letter**”), which will be sent to you after you have instructed us, and then confirming your instructions to us to act, you are accepting these terms, so it is important that you are aware of their contents.
- 1.3 It will, among other things, mean that the hourly charge-out rate as set out in the Letter will be fixed and, given this agreement, your rights to challenge that rate will therefore be restricted. Please also see paragraph 3.1.1 regarding charge-out rates. If you are in any way concerned about or do not understand any element of any of the documents, please do not hesitate to contact us.
- 1.4 **INVICTA LAW LIMITED** is a company incorporated and registered in England and Wales with company number 10079679 and whose registered office is at 1 Abbey Wood Road, Kings Hill, West Malling, Kent and is authorized and regulated by the Solicitors Regulation Authority (SRA) under SRA number 631355.
- 1.5 While, as your solicitors, we have various duties to you as our client, we can only give the best advice and service if the information you give is accurate and complete. We cannot represent you without full information about your matter, including your ultimate aims.
- 1.6 We will:
- 1.6.1 Put your interest first when representing you;
  - 1.6.2 Find out from the start what you are hoping to achieve, and aim to make sure that your expectations are realistic;
  - 1.6.3 Make every effort to explain things clearly, in terms you can understand keeping jargon to a minimum;
  - 1.6.4 Agree with you the type of service you can expect to receive;
  - 1.6.5 Tell you who will be handling your work;
  - 1.6.6 Explain what the costs are likely to be;
- Update you on the likely timescales for each stage of the matter

- 1.6.7 Keep you informed of costs throughout so that you can work out if a particular course of action is worth following financially;
- 1.6.8 Respond to your emails, letters and phone calls;
- 1.6.9 Tell you about any circumstances or risks of which we are aware or are reasonably foreseeable that could affect the outcome of your matter and update you on the progress as work proceeds;
- 1.6.10 Treat you fairly at all times  
Advise you of any relevant changes in the law.

1.7 You will:

- 1.7.1 Provide us with clear, timely and accurate instructions;
- 1.7.2 Provide all documentation required for us to advise and act for you a timely manner;
- 1.7.3 Safeguard any documents that are likely to be required for discovery.

Please Note: Other legal and professional duties may occasionally affect our ability to meet all these standards. For example, the legal duty to release information about money laundering or a solicitor's duty to the court can override the duty of confidentiality or our duty to put your interests first.

**2. PEOPLE RESPONSIBLE FOR YOUR WORK**

- 2.1 The Responsible Person identified in the Letter (to be sent to you after you have instructed us) will carry out most of the work on this matter, although other solicitors, legal assistants and or trainee solicitors may well be involved from time to time. If you need to telephone, please ask to speak to them, but, if they are unavailable, a member of their support team will be happy to take a message for you.
- 2.2 We endeavour to avoid changing those responsible for your work but, if this cannot be avoided, we shall notify you promptly as to who shall be responsible and why the change was necessary.
- 2.3 The Responsible Person will explain to you the issues raised in your matter and keep you informed of any progress, advising you whether the likely outcome of your case will justify the likely costs and the risks involved, from time to time as necessary.
- 2.4 We will always endeavour to conduct your matter efficiently and to give you an estimate as to how long it is likely to take.

**3. CHARGES AND EXPENSES**

Unless we agree otherwise with you, our charges will be based on the amount of time spent dealing with your matter. Time spent includes:

- Meetings with you and others;
- Considering, reading, preparing and working on papers;

- Correspondence made and received;
- Telephone calls made and received;
- Travelling and waiting;
- Attending court where necessary, including advocacy; and
- Identity verification.

The charges will consist of three elements:

### 3.1 The rate for the Responsible Person's time

- 3.1.1 The charge will be based on the hourly rate quoted to you in the Letter (to be sent to you after you have instructed us) and will be calculated by multiplying the time spent, recorded in six-minute units, by the charge out rate quoted in the Letter. Any increase in this rate will be notified to you in writing.
- 3.1.2 In addition to the time spent on a matter, we take into consideration in the rate quoted to you, the complexity of the matter, the speed at which the matter must be completed, the specialist knowledge and expertise required. The rate quoted to you in the Letter, based on the information available to us at the date of the Letter, has taken all these factors into account.
- 3.1.3 We will inform you if any unforeseen additional work becomes necessary (for example, due to unexpected difficulties or if your requirements or the circumstances significantly change during the course of the matter). We will also inform you of the estimated cost in writing before any extra charges and expenses are incurred.
- 3.1.4 If, for any reason, this matter does not proceed to completion, we will charge you for work done and expenses incurred.
- 3.1.5 You may set a limit on the charges and expenses to be incurred. This means that you must pay those incurred up to the agreed limit without our needing to refer back to you. We will inform you as soon as it appears that the limit may be exceeded and will not exceed that limit without first obtaining your consent. You should bear in mind that in such situations your instructions may be needed urgently so as to avoid a delay in dealing with your matter which can, in some circumstances, result in orders for costs being made against you by a court.
- 3.1.6 We may ask you to pay us some money on account of our costs and expenses to be incurred. Any such payments made will be allowed for on your bills, but it is important that you realise the amounts asked for are likely to only be on account of your costs, so your bill will be for more than you have paid.
- 3.1.7 You will be responsible for payment of our fees unless agreed with us in writing otherwise, regardless of whether or not you are recovering the fees from a third party.

### 3.2 Value Added Tax

VAT will be added to the costs charged by us at the rate applicable at the time of the bill (currently 20%).

### 3.3 Expenses

3.3.1 It may be necessary to pay for expenses which we incur on your behalf while working on your matter. These expenses will be added to your bill and are referred to as disbursements. Examples of likely expenses are fees for expert advice, counsel's fees, court fees, land registry fees, company search fees, valuations, courier charges, etc. We will always discuss any significant expenses with you before we incur them. VAT is not always chargeable on disbursements; the bill will clearly identify this.

3.3.2 We will always let you know if it appears that the work that we originally envisaged doing for you changes substantially, so that the time that needs to be spent increases significantly. We will inform you in writing of this before any extra time or expenses are incurred.

## 4. **BILLS**

4.1 We will send you bills on a monthly basis unless you agree otherwise with us in writing. A final bill will be sent on completion of the work.

4.2 Payment is due from you within 14 days of the date of the interim or final bill. We will charge interest on the amount outstanding on the bill from the date the bill is due. Interest will be charged as shown on the bill itself and will be charged on a daily basis.

4.3 If you want to discuss any item on the bill you must contact the Responsible Person within 7 days of receipt of the bill.

4.4 We will provide you with a monthly written report detailing ongoing matters.

## 5. **PROFESSIONAL INDEMNITY INSURANCE**

We hold professional indemnity insurance cover provided by Travelers Insurance Company Limited (policy number UC SOL 3995365) whose contact details are 61 - 63 London Road, Redhill, Surrey RH1 1NA.

## 6. **EQUALITY AND DIVERSITY**

Invicta Law Limited 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 policy.

## 7. **IDENTIFYING YOU AND MONEY LAUNDERING REQUIREMENTS**

7.1 The law requires us to get satisfactory evidence of your identity and that of the organisation for which we are being asked to act and sometimes of certain people related to you. We are required to verify that information and undertake certain other procedures to establish your (and/or their) credentials and the legitimacy of your instructions before acting upon them. We must also continue to monitor

the transaction and keep the identity information up-to-date. Our preferred method of verification for individuals is combination of a passport, utility bill and bank statement. We may also need to carry out online searches such as with Companies House. These procedures may require us to take fuller instructions from you than previously, and may, in rare cases, introduce some small delays in your matter. We will in every case strive to keep these to a minimum. However, such is the strength of the obligation placed upon us that if satisfactory documentary evidence is not produced, we may have to refuse to accept your instructions or decline to continue acting for you.

- 7.2 We may also have a legal obligation to report to the National Crime Agency (NCA) any information which comes to our attention concerning any matters covered by the money laundering and Proceeds of Crime legislation. If so, we may not be permitted to inform you or anyone else that we have done this. We may also be ordered by NCA to stop the work you have instructed us to carry out. If so, we would not be able to inform you or anyone else why we have stopped work.
- 7.3 In order to comply with the money laundering and similar legislation we may carry out any independent checks and searches at our discretion including company searches, and you will be responsible for payment of any such disbursements incurred.

## **8. DATA PROTECTION**

- 8.1 We use the information you provide and that we collect about you primarily for the provision of legal services to you and for related purposes including:
- 8.1.1 updating and enhancing client records;
  - 8.1.2 analysis to help us manage our practice;
  - 8.1.3 statutory returns;
  - 8.1.4 legal and regulatory compliance.
- 8.2 Our use of that information is subject to your instructions, the Data Protection Act 2018, the UK General Data Protection Regulation and our duty of confidentiality. Please note that our work for you may 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.
- 8.3 In addition to the above our files are subject to quality control and inspection audits for compliance from any accountant or auditor duly appointed by us, the Law Society, the Solicitors Regulation Authority or other law enforcement/government authority. These external firms or organisations are required to maintain confidentiality in relation to your files.
- 8.4 Apart from the above, it is and remains our policy to keep all information about the personal and business affairs of our clients confidential and to complete your instructions with all due diligence and speed. Nevertheless, we cannot accept any liability or responsibility whatsoever for any losses, expenses, liabilities, or other detriment that you might suffer or incur as a result of our compliance with these obligations. This exclusion of our liability to you is fundamental to our Terms of Business.

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8.5 From time to time we may send you information that we think might be of interest to you. If you do not wish us to use your data in this way, please notify our office in writing.

8.6 Details of how we may use your personal information can be found in the Privacy Notice on our website.

## **9. DOCUMENTS & CONFIDENTIALITY**

9.1 It is important that you keep all documents, which relate in any way to your matter, safe.

9.2 After completing the work we will return to you all papers and documents supplied by you unless there is money owing for charges and expenses, whereupon we are entitled to retain them until the outstanding sums are paid in full.

9.3 We will retain files for at least 6 years after your matter has completed and then we will destroy them. Storage will be of electronic documents only. If it becomes necessary to retrieve papers or documents from storage in relation to continuing or new instructions, we would not normally charge for such retrieval. However, we will make a charge, based on time spent producing stored papers or documents or copies of such to you or to another person at your request, in other circumstances. We may also charge for reading correspondence or other work necessary to comply with instructions given by you or on your behalf in this connection.

9.4 Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception - see sections 7 and 8 above.

## **10. INTEREST ON MONEY HELD ON ACCOUNT**

Where we hold money on your behalf, we shall, unless otherwise agreed in writing, account to you at the end of the matter for interest earned on such money in accordance with the SRA accounts rules unless the amount of interest involved is less than £20. If you do not wish to receive interest, you should inform the Responsible Person that you wish to waive your right to interest. To discuss any aspect of our interest policy, you should speak in the first instance with the Responsible Person. Please note that our client account is a non-interest-bearing account, so particularly where amounts are large and expected to be held for an extended period, we will ensure your money is placed in a client deposit account.

In accordance with the Solicitors Accounts Rules, Invicta Law will account to its clients for a sum in lieu of interest on a fair and reasonable basis. Our interest rate policy which sets out how we do this is available on our website and available on request.

## **11. COPYRIGHT AND OTHER INTELLECTUAL PROPERTY**

Unless expressly agreed between us otherwise, we retain the copyright and all other rights in all documents provided to you. However, provided your bill has been paid, you are granted a non-exclusive licence to use such documents for the purpose for which they are provided only.

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## **12. TERMINATION**

- 12.1 You may terminate your instructions to us in writing at any time, but we shall be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses.
- 12.2 We may decide to stop acting for you only with good reason, for example, if 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 instructions, or if you do not pay an interim bill or comply with our request for a payment on account. In such circumstances, we must give you reasonable notice that we shall stop acting for you.
- 12.3 If you or we decide that we shall no longer act for you, you will pay our accrued charges on an hourly basis plus expenses as set out above.

## **13. EXCLUSIONS AND LIMITATIONS OF LIABILITY**

- 13.1 When dealing with us, your first point of contact will be the Responsible Person and, from time to time, other individuals who are members or employees of ours.
- 13.2 You agree that any claim that you might have in connection with the services we provide or ought to have provided to you, whether arising out of these terms and conditions or otherwise, and whether such claim is in contract, tort, breach of fiduciary duty or trust, or on any other basis, may only be brought against Invicta Law Limited and not against the Responsible Person, or any other member or employee of or person associated with us, or any other individual. Accordingly, you accept and agree that neither the Responsible Person, nor any other member or employee of or person associated with us, nor any other individual has accepted, or will accept, any duty of care towards you in their individual capacity, and that at all times the Responsible Person, and any other relevant member or employee of or person associated with us, is to be treated as acting for and on behalf of us and in no other capacity.
- 13.3 Our maximum liability for loss or damage for breach of contract, negligence or other tort, breach of fiduciary duty or trust or otherwise (other than for fraud) is £3 million for any one matter or transaction or series of connected or associated matters or transactions. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities. However, we can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.

## **14. LIMITED COMPANIES AND LLPS**

When acting for limited companies or LLPs we may require a director and controlling shareholder and/or member in the case of an LLP to personally guarantee our charges and expenses.

## **15. COMMUNICATION BETWEEN YOU AND US**

- 15.1 We are confident that we will provide a high quality service in all respects and are committed to providing high quality client care. If, however, you have any queries or concerns about our work for you, please raise them in the first instance with the Responsible Person. If that does not resolve the problem to

your satisfaction, or you would prefer not to speak to the Responsible Person then you may contact the Responsible Person's line manager as identified in the Letter.

15.2 Our written complaints procedure is available on request. However, this does not affect your right to object to our bill and apply for an assessment of it under Part III of the Solicitors Act 1974. Furthermore, if you are not satisfied with our handling of your complaint, you can contact the Legal Ombudsman (<http://www.legalombudsman.org.uk/enquiries>. 0300 555 0333).

15.3 Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within one year of the act or omission about which you are complaining occurring (or if outside of this period, within one year of when you should reasonably have been aware of it).

15.4 All solicitors must attempt to resolve problems that may arise with their services. We value you and would not wish to think you have reason to be unhappy with us. It is therefore important that you immediately raise any concerns you may have with us.

## **16. ENTIRE AGREEMENT**

These terms and conditions of business and our Letter set out all the terms agreed between us in relation to the services we are to undertake for you. All other terms, conditions and representations are excluded and you may not rely on them. In the event of any conflict between these terms and conditions and our accompanying Letter, the latter shall prevail.

## **17. VARIATION**

The terms and conditions of business may only be varied by agreement in writing. These terms will be reviewed at least once a year, and any superseding versions created by variation will continue to be set out in as plain terms as possible.

## **18. JURISDICTION**

These terms and conditions are governed by English law and the English Courts have exclusive jurisdiction.