

# Terms of Business

## 1. GENERAL

- 1.1 These Terms of Business together with any letter which we may send to you confirming your appointment of us and outlining your matter ('Engagement Letter') and, if applicable, any funding agreement document, are herein referred to as the 'Terms' and the Terms constitute the contract between you and St James' Square Law Firm.
- 1.2 In the case of any inconsistent or incompatible provisions between the Engagement Letter, any funding agreement documentation and the Terms, the Terms take precedence.
- 1.3 In these Terms 'St James' Square Law Firm', 'SJS', 'we', 'us' or 'our' shall mean St James' Law Limited, a company registered at Companies House in England and Wales under company number 10507535. Our registered office is at 2 Esh Plaza, Sir Bobby Robson Way, Great Park, Newcastle upon Tyne, NE13 9BA. The expressions 'you' or 'your' refer to you, our client.
- 1.4 These Terms are subject to change from time to time and are updated on our website at [www.sjs-law.co.uk/terms-of-business](http://www.sjs-law.co.uk/terms-of-business).

## 2. PROVISION OF ADVICE

- 2.1 Our advice on any matter is confidential and is provided for your benefit alone and solely for the purpose of the matter set out by us in the Engagement Letter. Save with our prior written consent it may not be relied upon for any other purpose or by any other person. Our duty of care is to you as our client and does not extend to any third party.
- 2.2 We are not responsible for advising (or not advising) on matters outside the scope of the Engagement Letter, or for advising on changes in the law after we have delivered our advice, or if you act or refrain from acting on the basis of any draft advice before it has been finalised.

## 3. YOUR RESPONSIBILITIES

- 3.1 You are responsible for providing us in a timely manner with all instructions, information and documents that we require in order to advise you on your matter and to ensure that such information is, and remains, true and accurate in all material respects and is not misleading. Unless we agree otherwise, we will not check the accuracy or completeness of such information. You should not assume that information or documents which have previously been given to us on matters on which we have previously advised will be known to those instructed on a new matter.
- 3.2 You are responsible for ensuring that you have all necessary rights to supply us with the information you provide and that our use of that information will not infringe the rights of any third party or result in a breach of any contract, law, rule or regulation.

## 4. DISCLOSURE OF DOCUMENTS

- 4.1 If now, or at any time in the future, any matter upon which we act for you is the subject of contested proceedings, whether in the courts or other tribunals, you will almost certainly have to disclose documents, including electronic documents, relevant to the matter. You should ensure that you do not destroy or allow to be destroyed any documents that relate to such matter in any way as your position in such proceedings could be seriously compromised if you do so.

## 5. DUTY OF CONFIDENTIALITY

- 5.1 Unless otherwise authorised by you, we will keep confidential any information which we acquire about you, unless it is information which is already in the public domain or which is already lawfully in our possession at the time it is communicated

by you to us or we are required to disclose any such information:

- To our auditors, external assessors or other advisors or for the purposes of our professional indemnity insurance; or
- By law or other regulatory authority to which we are subject; or
- To any third party under the terms of an arrangement, authorised by you, regarding the funding of our charges and disbursements; or
- To any third party to assist in the recovery of costs from your opponent. Any such disclosure shall of course be conducted in confidence.

5.2 If you or we engage other professional advisers to assist with a matter we will assume, unless you notify us otherwise, that we may disclose information to such other advisers as necessary.

5.3 We may from time to time outsource some of our services, but only when it is cost effective to do so e.g. word processing/typing. We will assume, unless you notify us otherwise, that we may disclose information to such outsourcing agents as necessary.

## **6. CONFLICTS OF INTEREST**

6.1 We take conflict issues seriously. Our conflict procedures help us fulfil our professional obligation not to act for one client in a matter where there is an actual (or significant risk of a) conflict with the interests of another client for whom we are already acting. We have procedures in place to ensure that conflict checks are carried out on every matter as soon as practicable so that if an issue arises it can be discussed with you and dealt with as soon as possible. If at any time you become aware of an actual or potential conflict of interest, please raise it with us immediately.

6.2 Where our professional rules allow, you agree that after we cease to act for you, we may act or continue to act for another client in circumstances where we hold information which is confidential to you and material to the engagement with that other client. We will not, however, disclose your confidential information to that other client.

## **7. ANTI-MONEY LAUNDERING RULES**

7.1 In some areas of our work, in order to comply with the Money Laundering Regulations and the Proceeds of Crime Act (and any subsequent amendments) we are required to satisfy ourselves that we are not unwittingly involved in money laundering. The legislation is intended to provide a comprehensive system of client identification procedures, record keeping and mandatory reporting and provide a framework for our procedures.

7.2 To both satisfy our regulatory obligations and conduct our identification requirements, we will conduct an electronic verification of your identity. This process includes searching various data sets, including credit databases. We may additionally request you to provide evidence of your identity and address. When acting for a company or other organisation we will require evidence that the person providing instructions has the necessary authority to do so. It is important that you forward any requested evidence promptly, as we will not be able to act for you if we cannot comply with these obligations. We will retain copies of any identity documentation.

7.3 From time to time we may require you to provide evidence of the identity of other connected parties so that we may comply with our statutory obligations.

7.4 If we have reason to suspect that there is an attempt to launder money, or that you or any other party connected with you is involved in activities prescribed by the Proceeds of Crime Act (and any subsequent amendments), then we have a positive obligation to notify the National Crime Agency of our suspicions. You acknowledge, as a condition of these Terms, that this obligation will in certain circumstances override our duty of confidentiality. We may not be permitted to advise you whether or not we have made or might intend to make such a report. If we were to do so we would ourselves be committing a criminal offence. In such circumstances we may cease acting for you, or be instructed to do so by the relevant authorities, and we may not be able to communicate the reason for ceasing to act.

## **8. CLIENT MONEY**

8.1 It is a condition of these Terms that we are entitled to ask you to let us have money on account of costs to be incurred in the

following weeks or months for both our fees and other disbursements. This does not apply if you accept our offer to work for you on the basis of a different fee arrangement, subject to anything further which is set out in your Engagement Letter.

8.2 Money held by us for you, whether on account or otherwise, will be held in a separate client bank account and administered according to the SRA Accounts Rules. For the majority of our clients, we only hold a reasonable sum of monies for a short period of time. As a result, we do not ordinarily pay interest on monies held in our client account. However, should your matter be one in which we will be holding a substantial amount of monies or one where we will be holding monies for a longer period of time, you may wish to obtain interest on the monies that we hold. Should you wish to obtain interest on your monies, you must contact the fee earner dealing with your matter and confirm the same to them in writing. We will then provide further details to you and take the necessary action to obtain interest for you on your monies. In order to comply with our money laundering obligations, where a transaction does not complete we will repay monies held by us, for you, to you alone and not to any third party on your behalf.

8.3 As required by the SRA Accounts Rules, money held by us will be taken in payment or part payment of our bills within 14 days of the date of the bill, unless that money is held for any other purpose.

8.4 We do not accept any payment in cash or by cheque. All payments must be made by bank transfer. If you deposit cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.

## **9. PROFESSIONAL CHARGES, EXPENSES AND DISBURSEMENTS**

9.1 Save for where we have agreed a fixed fee, our basic charges are normally based on the time spent dealing with a matter. Time is recorded and charged on the basis of 6 minute units. Other factors may also be taken into account in accordance with Solicitors' Regulation Authority requirements, for example, complexity, value, importance to the client and urgency. We may increase our rates if, for example, the matter becomes more complex than expected. Where appropriate and cost effective to do so, work may be carried out by a suitable qualified fee earner, subject to supervision, who is not a solicitor.

9.2 Our hourly rates are set out in your Engagement Letter and vary according to the level of seniority and expertise of each fee earner. VAT will be added where applicable. Our rates are reviewed from time to time and if they alter you will be notified of any increases.

9.3 Where we have provided an estimate of our likely charges and expenses we will keep that estimate updated and will inform you if any unforeseen additional work becomes necessary and before any additional expenses are incurred (for example, due to unexpected difficulties or if your requirements or the circumstances significantly change). However, we cannot provide a guarantee that the final cost will not be greater than the estimate.

9.4 By instructing us, you are authorising us to incur such charges and disbursements as we consider reasonable and necessary. We do not propose to seek your authority before incurring each disbursement. In some circumstances we may ask you to pay our charges and expenses before we commence work.

9.5 Disbursements are charges paid to external providers on your behalf and may include (although not an exhaustive list) the fees charged by Counsel and other experts, including medical experts, travel, couriers, court fees, search fees and stamp duty land tax. These items are charged at cost to you with VAT added where applicable.

9.6 Routine photocopying, telephone and facsimile charges may, at our discretion, be charged for. We also reserve the right to charge for special bank transaction costs. VAT will be added where applicable.

9.7 We reserve the right to charge a minimum of £25.00 + VAT as an administration fee in the event that you or any person on your behalf requests a copy of your file or any documents in our possession relating to your matter. You should note that we will only provide a digital copy of your file or those documents.

## **10. PAYMENT**

10.1 We may issue interim bills during the course of your matter and a final bill will be sent to you at the conclusion of your matter. Our bills should be paid within 14 days of issue and if payment is not made we reserve the right to suspend acting for you until full payment is received or decline to act for you further. If we cease acting for you we will render a final bill for any work carried

out to that point.

- 10.2 If a bill remains unpaid for 15 days after the date of the bill, we reserve the right to charge interest on a daily basis until payment is made. The daily interest rate will be charged at a rate equal to 4% above the Bank of England base rate.
- 10.3 We reserve the right to request immediate payment of our invoices. Should such a request be made, you agree to pay immediately in cleared funds all of our invoices. This is regardless of whether 14 days have passed since the invoice was raised and sent to you.
- 10.4 If you are an individual purchasing our services then the daily interest rate will be charged at a rate equal to 4% above the Bank of England base.
- 10.5 We will also be entitled to retain property belonging to you, together with our own papers relating to the matter, until all sums outstanding to us are paid.
- 10.6 We may require payment of sums on account of anticipated fees or disbursements. When we put these payments towards your bill we will send you a receipted bill. We will offset any payments on account against your final bill, but your total charges and expenses may be greater than any advanced payments.
- 10.7 We reserve the right to charge interest on any disbursements we pay on your behalf.
- 10.8 We may send you interim bills with a statement of account detailing every bill which remains unpaid. Bills which are older than 15 days will result in you receiving our 'Credit Control Letter 1' requesting payment within the next 7 days. If payment is not received, you will receive our 'Credit Control Letter 2' requesting payment within the next 7 days. If payment is not received following these two letters you will receive a Letter Before Action (LBA). Upon receipt of the LBA, legal fees of £200 plus VAT will be added to the debt on account of additional legal fees incurred as a result of your failure to pay the debt due within our contractual terms. We also reserve the right to charge additional legal and other fees as a result of your failure to pay our bill within terms. In extenuating circumstances, we reserve the right to bypass Credit Control Letters 1 & 2 and proceed directly to the LBA.
- 10.9 We reserve the right to recover our costs incurred as a result of you not complying with our payment terms. These include charges for preparing and sending you reminder letters and the expense we incur in tracing you and enforcing our terms whether through the courts or not.
- 10.10 We will send you a bill for our charges and expenses. Any query on a bill must be raised within 14 days of delivery and you should still promptly pay all other elements of the bill.

## **11. MAKING PAYMENTS TO US**

- 11.1 Unless we have agreed in writing an alternative with you, you agree with us that where we are awaiting a payment from you (or from a third party making a payment on your behalf), that payment must be received by us in cleared funds by no later than 4.00pm on a business day. For any payment received after 4.00pm, you agree with us that any subsequent payment to be made by us on your behalf (or on behalf of a party connected with you), will not be paid until the next business day.

You agree with us that we will not be held liable for any loss or damage suffered by you (or any party connected with you) as a result of us not making a payment until the next business day.

## **12. PAYMENT IN LEGAL PROCEEDINGS**

- 12.1 If your matter is before the Court, we reserve the right to obtain payment of our invoices immediately and to obtain monies on account for future work.
- 12.2 We reserve the right to cease acting on your behalf if you fail to pay our invoices in full and in cleared funds. This is regardless of whether 14 days have passed since the invoice was raised and sent to you.
- 12.3 If you fail to pay our invoices in cleared funds immediately and/or fail to make payment on account in cleared funds when

requested, we reserve the right to cease acting on your behalf and to make an application to come off the Court record. You agree to pay any costs incurred by us in making such an application.

### **13. COSTS RECOVERABILITY IN LEGAL PROCEEDINGS**

- 13.1 At the conclusion of your matter, or during proceedings, you may be entitled to the payment of your costs by another party, for example, at the end of a successful court hearing. However, any order for costs obtained against another party will only be of value to the extent that your opponent is able to pay the costs awarded in your favour. Any costs recovered may be less than the total costs incurred on your matter.
- 13.2 In some circumstances, for example, if you lose a hearing or the case, the court may order you to pay the other party's costs. This would be payable by you in addition to our costs.
- 13.3 You will remain responsible for the payment of our costs, in full, regardless of any costs order made against another party. We will be entitled to render a bill to you in respect of our costs, which will be payable by you in accordance with our normal payment terms even though any costs order in your favour has not yet been paid. Any costs recovered from any other party will first be applied against any unpaid bills or charges and any balance will then be paid by you.

### **14. COMPLAINTS**

- 14.1 We are authorised and regulated by the Solicitors Regulation Authority ('SRA') and are expected to observe the SRA Code of Conduct which can be found at [www.sra.org.uk](http://www.sra.org.uk).
- 14.2 We endeavour to provide a high quality service in all respects. However, if you have any queries or concerns, including any queries on costs or bills, or are simply dissatisfied with any part of our service, please let us know. In the first instance please contact the person dealing with your matter who will deal with your query.
- 14.3 We hope you will never have cause to complain. However, should you feel the need to progress your query or issue on a more formal basis and raise a complaint, you should put your complaint in writing and send it by email or post to Paul Monaghan ([paul.monaghan@sjs-law.co.uk](mailto:paul.monaghan@sjs-law.co.uk)) who is our complaints handling partner. The complaint should specifically state that the matter is a complaint and should set out the grounds of your complaint.
- 14.4 We have eight weeks to consider your complaint. We will investigate your complaint and revert to you in writing with the outcome of our findings within 8 weeks of receipt of your written complaint. If for any reason we are unable to resolve a problem between us regarding the delivery of legal services or your bill within this time, you may have the right to complain to the Legal Ombudsman. The contact details for the Legal Ombudsman are:
- By email at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk); or
  - By phone on 0300 555 033; or
  - By post at Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ
- 14.5 You have 6 months from the date of our final decision letter in which to complain to the Legal Ombudsman. Some clients may not have the right to complain to the Legal Ombudsman. The Legal Ombudsman and confirm that.
- 14.6 If you have raised a complaint, any costs, invoices or disbursements that our outstanding must still be paid. We reserve the right to obtain payment from you, regardless of whether a complaint has been raised.

### **15. TERMINATION**

- 15.1 You may terminate our instructions in writing at any time by writing to the person dealing with your matter but we will be entitled to keep all your papers and documents while there is money owing to us for our costs.
- 15.2 We may decide to stop acting for you only with good reason, for example, if you do not pay a bill, if you provide us with misleading information, or if you act in an abusive or offensive manner. We will give you reasonable notice in any situation where we will be ceasing to act for you.

- 15.3 If you, or we, decide that we will no longer act for you, we will charge you for the work we have done and, where appropriate, will charge fees and disbursements incurred in transferring the matter to another adviser if you so request. Please note that we will not (to the extent permitted by the applicable rules of professional conduct) release your papers or property to you or any third party until you have paid all outstanding charges.

## **16. LIMITATION OF LIABILITY**

- 16.1 All correspondence and other communications sent to you in the performance of our services shall for all purposes be assumed to have been sent on behalf of St James' Square Law Firm. Any liability arising out of these Terms, or otherwise arising out of or related to the performance of our services, shall be a liability of St James' Square Law Firm and not of an employee, member or consultant of St James' Square Law Firm. You agree that by engaging us you will not bring any claim arising out of or in connection with our engagement personally against any individual employee, member or consultant of St James' Square Law Firm.

## **17. INTELLECTUAL PROPERTY RIGHTS**

- 17.1 We retain copyright and all other intellectual property rights in all documents and other works we develop or generate for you in providing our services.

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

- 18.1 The majority of our files are stored digitally. For any hard copy files, we normally keep our file of papers (except for any of your papers that you ask to be returned to you) for at least six years, but we reserve the right to destroy a file at any time. We keep the file on the understanding that we have the authority to destroy it six years after the date of the final bill we send you for the matter.
- 18.2 If you request the return of your file or its transfer to a third party at any time within five years of completion of your matter then, in order to ensure our compliance with the money laundering legislation, we will make and retain a copy of your file. Upon such a request we will charge a minimum of £25.00 + VAT. Additionally we may also charge for time spent retrieving or delivering papers and documents and for any reading, copying, correspondence or other work necessary to comply with your request.

## **19. DATA PROTECTION AND ELECTRONIC COMMUNICATION**

- 19.1 We comply with the requirements of the EU General Data Protection Regulation (and any subsequent amendments). We are registered with the Information Commissioners Office and are authorised to hold data.
- 19.2 Our Privacy Policy sets out how we process any personal data we collect from you, or that you provide to us. It explains how we collect and use your information, how you can tell us if you prefer to limit the use of that information; and the procedures that we have in place to safeguard your privacy. You can find our Privacy Policy at [www.sjs-law.co.uk/privacy-policy](http://www.sjs-law.co.uk/privacy-policy)
- 19.3 We may conduct some or all of our communication and send documents, including bills, by email. However, email is not fully secure, may be intercepted by third parties, and may not always reach its intended recipient.

## **20. PROFESSIONAL INDEMNITY INSURANCE**

- 20.1 We maintain professional indemnity insurance in accordance with the requirements of the SRA. Details of our insurer is available on request.

## **21. TAX ADVICE**

- 21.1 We will not provide tax advice or the tax implications or consequences of any course, or alternative course, of action. We will not be liable for any loss or disadvantage that may arise from the tax consequences of any matter.

## **22. REGULATION**

22.1 St James' Square Law Firm is authorised and regulated by the SRA.

## **23. EQUAL TREATMENT**

23.1 We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. In accordance with the Equality Act 2010 (and any subsequent amendments) we will not discriminate in the way we provide our services on the grounds of sex (including gender reassignment), marital status, sexual orientation, disability, race, colour, religion, age, nationality or ethnic or national origins.

## **24. RIGHTS OF THIRD PARTIES**

24.1 Nothing in these Terms confers any rights on any person pursuant to the Contracts (Rights of Third Parties) Act 1999 (and any subsequent amendments) and we shall not be liable to any third party for any advice or service we provide to you unless otherwise agreed in writing by a member. We may vary these Terms without the consent of any third party.

## **25. SEVERABILITY AND GOOD FAITH**

25.1 If any part of these Terms is held to be illegal, invalid or otherwise unenforceable then that provision shall, to the extent necessary, be severed and shall be ineffective but the remaining terms will continue in force and effect.

## **26. GOVERNING LAW AND JURISDICTION**

26.1 These Terms and any dispute between us shall be governed by, and construed in accordance with, the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.

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