



**ABLE LAW**

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## TERMS OF BUSINESS

The purpose of this document is to confirm the arrangements between us. Your continuing instructions in this matter will amount to your acceptance of these Terms of Business.

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## Business hours

We are normally open between 8:30am – 5:00pm *from Monday to Friday*. We may be able to arrange appointments outside of these hours, in cases of emergency. We are closed on all bank holidays.

## Our responsibilities

We will:

- treat you fairly and with respect;
- communicate with you in plain language;
- review your matter regularly;
- advise you of any changes in the law that affect your matter; and
- advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter

## Your responsibilities

You will:

- provide us with clear, timely and accurate instructions
- provide all documentation and information that we reasonably request in a timely manner, and
- safeguard any documents that may be required for your matter, including documents that you may have to disclose to another party

## Service levels and frequency of communication

We will update you by telephone or in writing with progress on your matter regularly.

We will explain to you by telephone or in writing the legal work required as your matter progresses.

We will update you on the likely timescales for each stage of this matter and any important changes in those estimates. Whenever there is a material change in circumstances associated with your matter, we will update you on whether the likely outcomes still justify the likely costs and risks.

We will update you on the cost of your matter at the intervals set out in our letter confirming your instructions. If appropriate, we will continue to review whether there are alternative methods by which your matter can be funded.

## Limit of liability

Our maximum aggregate liability to you in this matter will be £1,000,000 including interest unless we expressly state a different figure in our letter confirming your instructions. If you wish to discuss a variation of this limit, please contact the person dealing with your matter. Agreeing a higher limit on our liability may result in us seeking an increase in our charges for handling your matter.

We will not be liable for:

- losses that were not foreseeable to you and us when this contract was formed
- losses not caused by any breach on the part of the firm, and
- business losses, including losses sustained by any individual not acting for purposes of their trade, business, craft or profession

We can only limit our liability to the extent the law allows. In particular, we cannot and do not limit our liability for death or personal injury caused by negligence.

Please ask if you would like us to explain any of the terms above.

## Banking

We hold all client money in Santander which is regulated by the Financial Conduct Authority (FCA). It is unlikely we will be held liable for any losses you suffer as a result of any such banking institution being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS).

The FSCS is the UK's statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation up to £75,000 if a banking institution is unable, or likely to be unable, to pay claims against it.

The limit is £75,000 per banking institution. If you hold other personal money in the same banking institution as our client account, the limit remains £75,000 in total.

Some banking institutions have several brands. The compensation limit is £75,000 per institution, not per brand. You should check with your banking institution, the FCA or a financial advisor for more information.

The FSCS also provides up to £1m of short-term protection for certain high balances, eg relating to property transactions, inheritance, divorce or dissolution of a civil partnership, unfair dismissal, redundancy, and personal injury compensation (there is no financial limit on protection for personal injury compensation). This is called the temporary high balance scheme and, if it applies, protection lasts for a maximum of six months.

The FSCS (including the temporary high balance scheme) will apply to qualifying balances held in our client account. In the unlikely event of a deposit-taking institution failure, we will presume (unless we hear from you in writing to the contrary) we have your consent to disclose necessary client details to the FSCS.

## Regulated services

Able Law is authorised and regulated by the Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN (the SRA).

This means that we are governed by a Code of Conduct and other professional rules, which you can access on the SRA's website ([www.sra.org.uk](http://www.sra.org.uk)) or by calling 0370 606 2555.

## Professional indemnity insurance

We have professional indemnity insurance giving cover for claims against the firm. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy, can be inspected at our office or made available on request.

To comply with our regulatory obligations and the terms of our professional indemnity insurance, we may disclose relevant documents and information to insurers, brokers and insurance advisers on a confidential basis. This could include details of any circumstances arising from our work for you that might give rise to a claim against us. Unless you notify us to the contrary, you consent to such disclosure by us even if the documents and information in question are confidential and/or subject to legal professional privilege.

## Data protection

We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- updating and enhancing client records
- analysis to help us manage our practice
- statutory returns
- legal and regulatory compliance

Our use of that information is subject to your instructions, the Data Protection Act 1998 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, insurers, brokers and other professional advisers. Under data protection legislation, you have a right of access to the personal data that we hold about you.

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

## Storage and retrieval of files

After completing the work, we will be entitled to keep your file and documents while there is still money owed to us for fees and expenses. Thereafter, we will keep your file and documents for up to 6 years, except those papers you ask to be returned to you. We are a paperless office which means we will store your file electronically only, apart from original documents which we will send to you.

We store files on the understanding that we can destroy them 6 years after the date of the final bill. We will not destroy documents you ask us to deposit in safe custody.

If we retrieve your file from storage (including electronic storage) in relation to continuing or new instructions to act for you, we will not normally charge for the retrieval.

If we retrieve your file from storage for another reason, we may charge you for:

- time spent retrieving the electronic OR paper and electronic file and producing it to you

- reading, correspondence, or other work necessary to comply with your instructions in relation to the retrieved file

- providing additional copies of any documents

We will provide you with an electronic copy of the file unless it is inappropriate to do so.

## Outsourcing

Sometimes we ask other companies or people to carry out certain administrative on our files to ensure this is done promptly and in the most cost-effective manner. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

## External auditing and due diligence

External firms or organisations may conduct audit or quality checks on our practice from time to time. They may wish to audit or quality check your file and related papers for this purpose. It is a specific requirement imposed by us that these external firms or organisations fully maintain confidentiality in relation to any files and papers which are audited or quality checked.

Your files may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of new business. If you do not wish your file to be used in this way, please let us know as soon as possible.

## Terminating your instructions

You may end your instructions at any time by giving us notice in writing. We can keep all your papers and documents while our charges or disbursements are outstanding.

We can only decide to stop acting for you with good reason and we must give you reasonable notice.

If you or we decide that we should stop acting for you, you are liable to pay our charges up until that point. These are calculated on the basis set out in our letter confirming your instructions.

## Prevention of money laundering and terrorist financing

We are required by law to confirm satisfactory evidence of the identity of our clients and, sometimes, people related to them. This is because solicitors who deal with money and property on behalf of their clients can be used by criminals wanting to launder money.

To comply with the law, we need evidence of your identity as soon as possible. This is explained in our letter confirming your instructions.

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. 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.

## Confidentiality

The information and documentation you provide us is confidential and subject to legal professional privilege unless:

stated otherwise in this document or our letter confirming your instructions, eg in relation to prevention of money laundering and terrorist financing, or

we advise you otherwise during the course of your matter

We cannot absolutely guarantee the security of information communicated by email or mobile phone. Unless we hear from you to the contrary, we will assume that you consent for us to use these methods of communication.

## Receiving and paying funds

Our policy is to accept cash up to £500.00. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds. Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

Please be aware that we do not notify changes to important business information, such as bank account details, by email.

## Complaints

We are committed to providing high-quality legal advice and client care. If you are unhappy about any aspect of the service you receive or about the bill, please contact Analiza Kjaer on [analiza@ablelaw.co.uk](mailto:analiza@ablelaw.co.uk) or by post to our office address. We have a written procedure that sets out how we handle complaints. It is available on request.

We have eight weeks to consider your complaint. If we have not resolved it within this time, you may complain to the Legal Ombudsman. If you are not satisfied with our handling of your complaint, you can ask the Legal Ombudsman to consider the complaint. The Legal Ombudsman's contact details are:

PO Box 6806, Wolverhampton, WV1 9WJ

0300 555 0333—from 8.30am to 5.30pm

[enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

[www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

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 six years of the occurrence of the act or omission about which you are complaining (or if outside of this period, within three years of when you should reasonably have been aware of it). Generally, the Legal Ombudsman deals with complaints relating to acts or omissions that happened after 5 October 2010.

The Legal Ombudsman deals with complaints by consumers and very small businesses. This means some clients may not have the right to complain to the Legal Ombudsman, eg charities or clubs with an annual income of more than £1m, trustees of trusts with asset value of more than £1m and most businesses (unless they are defined as micro-enterprises). This does not prevent you from making a complaint directly to us about the service you have received or about the bill.

If we are unable to resolve your complaint, and it relates to a contract we entered into online or by other electronic means, you may also be able to submit your complaint to a certified alternative dispute resolution (ADR) provider in the UK via the EU ODR platform.

The ODR platform is an interactive website offering a single point of entry for disputes between consumers and traders relating to online contracts. The ODR platform is available to consumer clients only, ie where you have instructed us for *purposes outside your trade, business, craft or profession*.

The website address for the ODR platform is: <http://ec.europa.eu/odr>.

## Our bill

You are liable to pay legal costs as set out in our letter confirming your instructions. We will also usually discuss this at our initial meeting with you.

Bills should be paid within 7 of days. We may charge interest on overdue bills at 3% above Barclays bank base rate.

We may cease acting for you if an interim bill remains unpaid after 20 days or if our reasonable request of a payment on account of costs is not met.

You have the right to challenge or complain about our bill. Please see the 'Complaints' section above for details of how to complain about our bill.

You have the right to challenge our bill by applying to the court to assess the bill under Part III of the Solicitors Act 1974. The usual time limit for making such an application is one month from the date of delivery of the bill. If the application is made after one month but before twelve months from delivery of the bill, the court's permission is required for the bill to be assessed.

Unless there are special circumstances, the court will not usually order a bill to be assessed after:

- 12 months from delivery of the bill

- a judgment has been obtained for the recovery of the costs covered by the bill

- the bill has been paid, even if this is within 12 months

We can keep all your papers and documents while there is still money owed to us for fees and expenses.

## Investment advice 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.

However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any investment advice you receive from us, you should raise your concerns with the SRA or Legal Ombudsman.

## Consumer credit services

We are not authorised by the Financial Conduct Authority in relation to consumer credit services. We may, however, provide certain limited consumer credit services where these are incidental to the professional services we provide. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any consumer credit services you receive from us, you should raise your concerns with the SRA or Legal Ombudsman.

## Insurance mediation activity

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we may carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is authorised and regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at [www.fca.org.uk/register](http://www.fca.org.uk/register).

The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with the SRA or Legal Ombudsman.

## Equality and diversity

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy [which is also available on our website.

## 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 and Welsh courts.

## Future instructions

Unless otherwise agreed, these Terms of Business will apply to all future instructions you give us on this or any other matter.

## Signature

Please sign, date and return one copy of these Terms of Business.

Signed.....

Your name.....

Date.....