

# **Standard Terms of Business**

DAV Legal Ltd

## **Standard Terms of Business**

The purpose of this document is to confirm the arrangements between us. Although your continuing instructions in this matter will amount to your acceptance of these Terms of Business, we ask that you sign, date and return one copy for our file.

### **Table of contents**

- Business hours
- Our responsibilities
- Your responsibilities
- Service levels and frequency of communication
- Limit of liability
- Banking
- Regulated services
- Non-regulated services
- Data protection
- Storage and retrieval of files
- Outsourcing
- External auditing
- Terminating your instructions
- Prevention of money laundering and terrorist financing
- Confidentiality
- Receiving and paying funds
- Complaints
- Our bill
- Payment of interest
- Investment advice services
- Consumer Credit Services
- Insurance mediation activity
- Equality and diversity
- Applicable law
- Future instructions

## **Business Hours**

We are normally open between 9.00 am and 5.00 pm from Monday to Friday. We are able to arrange appointments outside of these hours. 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
- 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
- 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 at least once every six weeks. 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

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. Our maximum aggregate liability to you in this matter will be £3,000,000.00 including interest and costs 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 any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profit or opportunity. We can only limit our liability to the extent the law allows. In particular, we cannot limit liability for death or personal injury caused by negligence. Please ask if you would like us to explain any of the terms above. All client funds that we receive are held by Barclays Bank plc.

### Banking

We hold all client money in Barclays Bank which is regulated by the Financial Conduct Authority (FCA). We are not liable for any losses you suffer as a result of any such banking institution being able 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 £85,000 if a banking institution

is unable, or likely to be unable, to pay claim against it. The limit is £85,000 per banking institution. If you hold other personal money in the same banking institution as our client account the limit remains £85,000 in total. Some bank institutions have several brands. The compensation limit is £85,000 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 £1,000,000.00 of short term protection for certain high balances e.g. 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) that we have your consent to disclose necessary client details to the FSCS.

## **Regulated Services**

DAV Legal Limited is authorised and regulated by the Solicitors Regulation Authority, The Cube, 199 Wharfside, 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. Our authorisation number is 8003625.

## **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 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 all your papers and documents while there is still money owed to us for fees and expenses. We will keep our file of your papers, except those papers that you ask to be returned to you. Our policy is to store files electronically by scanning files to be copied on a computer hard drive. We keep files on the understanding that we can destroy them so long as an electronic copy has been kept. We will not destroy documents you ask us to deposit in safe

custody. If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for the retrieval. However we may charge you for:

- time spent producing stored papers that are requested including printing of documents that have been scanned
- reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers

## **Outsourcing**

Sometimes we ask other companies or people to do typing or other supervised work on our files to ensure this is done promptly and in the most cost effective manner. We have 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**

External firms or organisations may conduct audit or quality checks on our practice. These include our regulator, the SRA, your lender if we are doing mortgage work for you, and our auditors, Rawcliffe & Co, 1 Barons Court, Whitehills Business Park, Blackpool, FY4 5GP. These external firms or organisations are required to maintain confidentiality in relation to your files. Please contact us if you do not wish your files to be disclosed to external auditors.

## **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 get 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 to get 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, e.g. in relation to prevention of money laundering and terrorist financing
- 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 not to accept cash from clients but we may in exceptional circumstances accept up to £500.00 unless otherwise agreed. We must be given advance notice of any cash payments as we will normally have to make arrangements for you to pay the cash directly to our bank. We prefer wherever possible to not handling cash. 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. If we pay funds out electronically by CHAPS we will charge a fee of £36.00 including VAT. CHAPS payments are meant to reach your account the same day the funds are sent. If we pay by BACS then there will be no charge but with BACS the payment usually takes 3 or 4 days to reach the account. We will accept payment by debit or credit card. However, such payments will only be accepted if they are for paying a bill, a disbursement or a payment on account of a bill or disbursement. We will not accept a payment by debit or credit card for any other type of payment. Any fees that our bank charges for CHAPS payments, BACS payments or accepting debit or credit card payments will be met by us.

## **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 David Smith, by email or post on [david.smith@davlegal.co.uk](mailto:david.smith@davlegal.co.uk) or by post to DAV Legal Ltd, PO Box 1474 PRESTON, PR2 0EF. We have a written procedure that sets out how we handle complaints. It is available at any time upon 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. Telephone 0300 555 0333—from 8.30am to 5.30pm. [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) and [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 act or omission about which you are complaining occurring (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, e.g. charities or clubs with an annual income of more than £1 million, trustees of trusts with asset value of more than £1 million 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.

## **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 days. We may charge interest on overdue bills at 8%. We may cease acting for you if an interim bill remains unpaid after 7 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. The procedure for challenging a bill varies depending on whether it relates to a matter involving court proceedings. If you have a query on the bill or wish to challenge it we will explain the relevant procedure for doing so. We can keep all your papers and documents while there is still money owed to us for fees and expenses.

## **Payment of Interest**

Our Interest policy explains our approach to paying interest where we hold money in client account for a client, or anyone funding all or part of our fees, or a trust, or to a person to whom a stake is to be paid (when we hold money as stakeholder). These are collectively called 'the recipient(s)'. This is a summary of the relevant part of our Interest policy. You can ask us to send you a copy of the full interest policy. We will pay interest when it is fair and reasonable to do so in all the circumstances and we will pay a fair and reasonable sum calculated over the whole period for which any money is held.

## **When will we pay interest?**

We will not pay interest:

- on money held to pay a professional disbursement, once the intended recipient has requested that we delay in paying them

- on money that we have paid into client account as an advance from the firm to fund a payment on behalf of a client or trust in excess of funds held for that client or trust

- if we have agreed with the recipient to contract out of our obligation to pay interest on monies that we are instructed to hold outside a client account in a manner that does not attract interest, e.g. cash held in our safe

- where the amount of interest, calculated in accordance with this policy, is less than £35.

We will pay interest on all other monies held on client account, including any monies we should have held on client account but failed to do so.

Interest will be calculated and paid in accordance with this policy. The amount of interest paid to each recipient will take into account various factors that are explained in our Interest policy.

### **Types of client account**

Client account monies can be held in either a separate designated client account (SDCA) or in our general client account (GCA)

#### *Interest on monies held in SDCA*

As a general rule we will not pay money into a SDCA. Where we reasonably expect to hold monies behalf of a recipient for at least the period stated below, we may pay it into a SDCA with Barclays Bank plc. If you prefer that we place funds in a SDCA we will do so but you must let us know in writing.

Amount of money held for client/third party	Period money expected to be held
£50,000	16 weeks
£100,000	8 weeks
£300,000	4 weeks
£600,000	2 weeks
£1,000,000	1 week

This is not a rigid rule and you should contact us if you would prefer us to take a different approach. We will also use a SDCA for money that we hold as or on behalf of trustees under a trust. Unless we are instructed to the contrary, we will pay 100% of the interest received on monies deposited in an SDCA to the recipient to whom we ultimately pay the monies on deposit. Where the monies on deposit are divided between more than one recipient, we will divide the interest in the same proportions. Interest will be paid net of tax unless the recipient has signed a declaration that they are entitled to receive gross interest.

### **Interest on monies held in our GCA**

Any money not held in a SDCA will be held in our GCA. The interest rate will be the rate available from Barclays Bank plc on an instant access savings account for the average balance that was held for you. The interest rate is likely to change from time to time. Interest will be paid before deduction of tax. It will be the recipient's responsibility to declare interest received to HMRC.

Interest on more than one matter

Where we hold monies on more than one matter for a recipient, interest will be calculated separately for each individual instruction—unless it is fair and reasonable to aggregate the interest.

### **Best available interest rate**

We are required by the SRA to deposit monies in instant access accounts only. This means that the interest rate paid on monies in a SDCA or in our GCA may not be as high as the recipient can achieve by placing the money on deposit themselves. Please contact us if you wish to discuss making alternative arrangements.

#### **Interest payment dates**

Interest will be paid at the conclusion of the matter. We may pay it every six months if monies are held for longer than 6 months but only if you ask us to do so in writing. Interest will be calculated over the whole period that we hold the monies, starting from the date the monies are treated by us as cleared funds; this is explained in our Interest policy.

### **Special cases**

If we hold money jointly with a client, the interest earned will belong to the client, unless we agree otherwise. If we hold money jointly with another firm, we will agree with the other firm how interest will be allocated.

### **Unpresented cheques**

Where we pay money by cheque to a recipient who delays in paying the cheque into their bank, we will pay additional interest only where it is reasonable in all the circumstances to do so. We reserve the right to charge for the additional work involved subject to a *minimum* administration charge of £40 plus VAT.

### **Contracting out**

We may, by written agreement with you and/or the recipient, contract out of the terms of this interest policy. We will contract out only where doing so provides a fair outcome. This will depend on all the circumstances. When agreeing to contract out, we will act fairly towards you and provide sufficient information to enable you to give informed consent

### **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 either of those bodies.



## **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.gov.uk/register](http://www.fca.gov.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 either of those bodies.

## **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.

## **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. We do not, and cannot, give any advice relating to the law outside that jurisdiction. For the avoidance of doubt this includes Scotland and Northern Ireland as well as all other foreign countries.

## **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 the following page 15 of these Terms of Business.

Unless otherwise agreed we may not start doing any work for you until you have done so. Please only return the signature page. The remaining pages are for you to keep.

DAV Legal is the trading name of DAV Legal Limited (registration number 14530689) which is authorised and regulated by the SRA. Our SRA registration number is 8003625. Any reference to *the firm* means DAV Legal Ltd.

I/We acknowledge receipt of the Standard terms of Business of DAV legal Ltd.

Signed.....

Your name.....

Signed.....

Your Name.....

Date.....

REF: DTS/DAV/TCS