

## **TERMS OF BUSINESS**

### **1. Terms of business**

- a. These Terms are the terms of business of Humphreys Law Ltd (in these Terms "**we**", "**us**" and "**our**") and they are deemed to be incorporated by specific reference into the engagement letter from us (the "**Agreement**") to which (whether or not in electronic form) these Terms are enclosed or to which they are attached.
- b. The Agreement and these Terms together set out the general and specific terms on which we act for the client or clients identified in the Agreement (referred to in these Terms as "**you**" and "**your**").
- c. In these Terms the subject matter of our advice is and your instructions to us are specifically outlined in the Agreement (the "**Matter**").
- d. In the event of any inconsistency between these Terms and the Agreement, the provisions of the Agreement shall prevail.

### **2. Humphreys Law Ltd**

- a. Humphreys Law Ltd is a private limited company incorporated in England and Wales with company number 10772058.
- b. Your contract is a contract with Humphreys Law Ltd and with no other person. A reference in the Agreement, these Terms or otherwise in the course of your dealings with us to a person being a "**partner**" is a reference to that person by that title in his or her capacity as a director or employee of Humphreys Law Ltd.
- c. We are authorised and regulated by the Solicitors Regulation Authority which is the independent regulatory body of the Law Society of England and Wales. We deliver our legal services in accordance with the Solicitors' Code of Conduct; see [www.sra.org.uk](http://www.sra.org.uk) for details.

- d. These Terms supersede any earlier terms of business that we may have provided to you in relation to the Matter.

### **3. Our relationship with you**

- a. Our duties in relation to the Matter are owed only to you and provided only for your benefit. No other person may use or rely upon our advice or derive any rights or benefits from that advice, the Agreement or these Terms.
- b. If you are arranging for any other person to pay our charges and expenses you must ensure that they are aware of the Agreement and these Terms.
- c. If the Agreement engages more than one person as our client, the obligations of those clients to us under the Agreement and these Terms are given on a joint and several basis.

### **4. Communications**

- a. Unless instructed otherwise by you, we will communicate with you and with others in relation to the Matter by email and other methods of electronic communication (excluding fax).
- b. You should be aware that communication via email carries inherent risks including interception by third parties and late or non-delivery of messages. We do not normally encrypt or password protect email attachments but can do so upon express request by you.
- c. We shall not be responsible for any loss or damage suffered by any person arising from the unauthorised interception, redirection, copying or reading of emails including any attachments. Although we use virus scanning software we are not responsible for any computer virus or damage to your computer system arising from our electronic communication with you.

### **5. Concerns**

We aim to provide you with the highest standards of client care. If at any stage you have any concerns about the way your matter is being handled, the quality of the service provided by us or a concern regarding our charges, it is important that you let the person handling your matter know as soon as possible, so that appropriate steps can be taken. If the person handling your matter is unable to deal with the problem or you are dissatisfied with the outcome, then you can refer the matter to our Chairman, Robert Humphreys, who will investigate your concern under our concerns policy, a copy of which is available on request.

## 6. **Legal Ombudsman**

We will do our best to ensure that we can resolve any concerns satisfactorily but if you are not satisfied with our handling of your concern you may be entitled to ask the Legal Ombudsman to consider it. The Legal Ombudsman is an independent complaints-handling organisation that deals with complaints about lawyers in England and Wales and it will investigate complaints received from individuals and certain other small organisations. Contact details are here:

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

## 7. **Charges and outside expenses**

- a. Our standard hourly rates are set out in the Agreement.
- b. Where appropriate we may also charge in addition for photocopying, travel expenses and bank transfers. We will advise you when these charges and/or expenses are payable by you.
- c. Subject to paragraph 18b below, in addition to our charges we will ask you to pay in advance or reimburse us for any outside

expenses or payments to others which we will make on your behalf. We will pass on these expenses or payments to you without any additional administration charges. These will be shown separately on our invoice, together with VAT where appropriate.

## 8. **Payment terms**

- a. Our invoices are due for payment no later than seven days from the date of receipt of the invoice. Humphreys Law Ltd's VAT number is 273 3569 82.
- b. If you make a payment by credit card, then you may be charged a card handling charge of three per cent of the total payment when using Visa credit card or Mastercard.
- c. Invoices that are overdue for more than 28 days may be subject (at our discretion) to recovery proceedings. We may charge interest on the outstanding amount of the invoice if the invoice is not settled in accordance with our payment terms. The interest rate is eight per cent per annum as currently provided for in section 17 of the Judgments Act 1838 and will be applied before and after judgment.
- d. The invoices we deliver to you (both interim and final) will be 'statute' invoice for the purpose of the Solicitors Act 1974 unless we inform you otherwise. A statute invoice is a final account of charges and expenses due in respect of a given time period. The relevant time period is specified on the face of the invoice.
- e. We reserve the right to ask you to cover our reasonable charges incurred as a result of your not complying with our payment terms. These include charges for preparing and sending you reminder letters and the expense we may incur in tracing you and recovering monies owed to us or otherwise complying with our terms.
- f. If an invoice remains unpaid for more than 28 days after delivery or if you decline or fail to

meet our request for payment on account within 14 days then we reserve the right to cease to act for you.

- g. If our instructions are given by, or on behalf of, more than one person or company, each person or company for whom we act will be responsible for the payment of the invoice in full, regardless of whether our invoice is addressed to only one or some of such parties.
- h. If you are dissatisfied with the amount charged you should contact the partner or lawyer responsible for the matter immediately. If you are still dissatisfied, you can invoke our concerns handling policy as detailed in paragraph 5 above.

## **9. Monies on (client) account**

- a. During the course of our work for you, we may hold money on your behalf in our clients' bank account with Lloyds Bank plc. We only operate a single clients' account with Lloyds for all clients' monies.
- b. We may require you to pay us a sum in advance to cover charges and outside expenses, to be held by us until the conclusion of the Matter. These funds will be held on our clients' account. We will discuss with you at the outset of the Matter the appropriate amount and may review the amount held and may ask you provide a further sum to cover future charges and outside expenses.
- c. We will hold (in our clients' account) monies paid by you on account of charges incurred and to be incurred on the Matter as it progresses.
- d. We may at our discretion apply funds held on clients' account to any invoice which is unpaid whether in relation to the Matter or any other instruction from you. We may review the funds held on account and ask you to provide a further sum to cover future charges.

- e. If we have provided you with the relevant invoice, we reserve the right to take any payment due to us from money held on your behalf in our clients' account which is earmarked for charges or outside expenses.

- f. If Lloyds Bank plc becomes insolvent or collapses and money held there on your behalf is lost, then we accept no liability for any resulting loss that you incur. In that event you may be entitled to make a claim under the Financial Services Compensation Scheme ("**FSCS**"). The FSCS covers deposits belonging to clients who are individuals or small businesses up to £85,000 per bank account (and £170,000 for joint accounts). If you are not considered a small business under this scheme you will not be eligible for compensation. For more information please visit [www.fscs.org.uk](http://www.fscs.org.uk).

## **10. Interest payments and client money**

- a. In accordance with the Solicitors' Regulation Authority Accounts Rules, we are required to hold clients' monies in an instantly accessible bank account and pay interest where it is deemed fair and reasonable to do so.
- b. The holding of clients' monies is incidental to the carrying out of clients' instructions and we are required to hold clients' monies in an instant access account. As a result, the rates of interest paid are unlikely to be as high as those obtainable by clients themselves or in on-notice accounts or term deposits.
- c. Interest will be paid by us where the amount calculated on the balance held exceeds £20.00 but not when below that *de minimis* figure. Where monies' are held in relation to separate matters for the same client we will treat each matter separately, unless the matters are so closely related that they should be considered together.
- d. Where clients' monies are held in our clients' account we will pay interest without deducting tax at source. You as our client will be responsible for declaring any interest to HM Revenue & Customs. If, exceptionally,

clients' monies are held in a designated deposit account set up specially by us to hold particular client monies, interest is usually paid net of basic rate income tax.

## 11. *Communication of account details*

Our policy as regards communication of account details is as follows:

- We will only send out our clients' account details by way of PDF attachment.
- You may receive an email that looks as though it comes from us changing our clients' account details prior to you making payment to us.
- IF YOU RECEIVE SUCH AN EMAIL DO NOT MAKE ANY PAYMENTS TO THE ACCOUNT PROVIDED WITHOUT FIRST PHONING THE LAWYER RESPONSIBLE FOR THE MATTER.
- We will never send you a text or website link changing our bank details or asking you to make such a payment.
- If you do receive such a communication please email [enquiries@humphreys.law](mailto:enquiries@humphreys.law) immediately (and do not make contact using any of the details that you have received in that communication).
- If you have communicated your account details, or changes to your account details to us by email, we will contact you by telephone to confirm that these are your instructions and that we have the correct account details.

## 12. *Confidentiality and conflicts of interest*

- a. The nature of our business inevitably means that if you are in business we will be representing clients who operate in your industry and may be in competition with you. We will not under any circumstances disclose any confidential information we receive from another client which may be of a commercial or other interest to you. We will of course observe the same confidentiality obligation in relation to any confidential information we receive from you.
- b. We are required to adhere to our professional conduct rules which prevent our acting adversely to your interests in relation to matters on which you have instructed us. If we are instructed to act adversely to your interests in matters in which you do not instruct us we will, where appropriate, discuss and agree this with you before acting.
- c. We have internal procedures in place to help identify any such conflicts and where any are identified we will discuss these with you. For matters where you have residual concerns we may be able to erect information barriers. If you are or become aware of any conflict or potential conflict of interest in your matter you should contact us immediately.
- d. We may be required at the conclusion of the Matter to disclose these Terms and the Agreement in connection with any claim for legal charges which you may have against a third party.

## 13. *Documents and information: storage and ownership*

- a. Humphreys Law Ltd endeavours to work in a 'paperless' fashion so far as is practicable and where there is no conflict with our clients' instructions and so far as compliant with applicable laws.
- b. Following the conclusion of the Matter, in the event that we then hold any of your original documents we will ask you whether:

- you would like us to return any such documents to you;
- secure them in a storage facility (where they will be held for up to six years following the closure of such matter); or
- destroy those documents where retaining the originals serves no practicable or legal purpose,

and we will comply with your instructions subject only to the requirements of applicable law, regulations or any regulator.

- c. After we have held any original documents for six years we may then destroy them without further notice to you.
- d. If you instruct us to transfer your files to another firm of solicitors (or elsewhere as you direct) we will review the file to identify which documents belong to Humphreys Law Ltd and which belong to you and any third parties. We may charge you at our usual hourly rates for dealing with such requests and for any charges or expenses associated with copying and delivering the files. If such charges are appropriate we will advise you accordingly and send you an invoice.

#### **14. Data protection**

- a. Whilst the information you provide us is confidential we must observe the requirements of the Data Protection Act 1998. We may therefore process personal data such as names and addresses in order to advise on the Matter. We may also pass your personal data to other professionals in order to obtain advice and to comply with our contractual obligations. Humphreys Law Ltd is the data controller of all personal information that we hold about you.
- b. You should also be aware that in the normal course of business we may use third party suppliers to ensure that we are able to comply with our obligations when providing our services to you. This may include

sharing personal data that we hold with these third parties.

- c. Appropriate measures are taken by us to ensure that third party suppliers are aware of their obligations under the Data Protection Act 1998 and comply with the Act when processing your data. The acceptance of these Terms is taken as consent to proceed as outlined without seeking your further approval to do so.
- d. In addition, we may use this information to advise you of any marketing events or provide you with information which we believe may be of interest to you. If you would prefer us not to do this please inform the person handling your matter or email us at [enquiries@humphreys.law](mailto:enquiries@humphreys.law).
- e. For more information about the use of your personal data, please contact [enquiries@humphreys.law](mailto:enquiries@humphreys.law).

#### **15. Anti-money laundering and counter terrorist financing**

- a. We are required to comply with anti-money laundering legislation and regulations, which include the Terrorism Act 2000, the Proceeds of Crime Act 2002 and the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (the "**Regulations**").
- b. Accordingly, we are required to undertake due diligence on all new clients before the business relationship commences or when an existing client instructs us. This involves verifying the identity of our clients and anyone else on whose behalf the clients are acting and identifying the ultimate ownership and control structure of an organisation where appropriate before we establish a relationship with you, and assess the purpose and nature of our business relationship.
- c. If you have not yet provided the requested evidence then we may not be able to proceed with the Matter until they are received.



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- d. You should also note that the Regulations require corporate entities to provide the requested information and evidence on request.
- e. We are also required to know enough about our clients, their activities and the origin of any funds or assets involved, to satisfy ourselves that the matters on which we are instructed are usual and appropriate for those clients.
- f. We are required to verify the identity and other information relating to an individual or organisation information against independent electronic sources. Such sources may include electronic identification services which use credit reference information to verify an individual's identity but this is not a credit check and the individual's credit rating is not affected.
- g. We will process personal data to include but not limited to your name, address, National Insurance number and date of birth. Any personal data received from you will be processed only for the purposes of preventing money laundering and terrorist financing or permitted disclosure under an enactment other than the Regulations and will not be processed for any other purpose without your further express consent.
- h. The Regulations permit our bank to demand copies of any identity documents we hold for you, immediately or at the latest within two working days at their discretion, whenever we hold any monies on our clients' account for you. You should be aware that such information and documentation will be provided if requested to comply with this statutory requirement without further reference to you.
- i. We must inform the relevant authority immediately if we suspect that any person (whether our client or a third party) may be involved in money laundering or terrorist activity, and in that event we would be prohibited from taking any further action without the authority's consent. If this happens, we may not be able to inform you that a report has been made or the reasons for it. We reserve the right to terminate the Agreement (and thereby these Terms) should we have a reasonable suspicion of money laundering, terrorist financing or a breach of a sanction.
- j. You agree that you will co-operate with us to enable us to comply with these obligations, and that you will have no claim against us or any of our partners or staff for any loss suffered by you or any other person directly or indirectly as a result of steps taken by any of us which we believe are necessary to comply with our legal obligations.
- k. If you do not cooperate with us in providing all information that we require to comply with our statutory obligations we reserve the right to charge you for any additional checks and searches that we in absolute discretion deem necessary to comply with our statutory obligations. We also reserve the right to refuse to act for you if we are unable to satisfactorily complete this process.
- l. It is our policy not to accept cash payments of more than £250 or to accept without prior agreement between you and us any payment by way of cheque or transfer of funds from any financial institution. If funds are received into our account without prior agreement between you and us, this may constitute suspicious circumstances under the Proceeds of Crime Act 2002 requiring us to inform the relevant authority, in which case we would be unable to transfer those funds without consent from the relevant authority. If cash is deposited with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.
- m. You agree that you will not require us to send any money due to you otherwise than by the transfer of funds to an account opened in your name with a recognised and regulated UK clearing bank or building society.

- n. If you are an overseas client with no UK bank account we may send any money to an account in your sole name with a recognised bank in the country in which you are domiciled or resident, provided we are not prevented from doing so by any regulation or international sanction. We reserve the absolute right to refuse to transfer money to an overseas bank or other account.

## 16. **Non-contentious advice or representation**

Please note that Humphreys Law Ltd does not carry out contentious work in the courts and tribunals or otherwise on behalf of its clients. If you are an existing client of Humphreys Law Ltd and require this kind of advice, we will endeavour to introduce you to a suitably qualified alternative firm or advisor.

## 17. **Tax advice**

- a. There are likely to be tax implications and issues arising from the Matter. Unless expressly set out in the Agreement, we will not be providing any advice of a tax or stamp duty nature and shall not be responsible for any adverse tax or stamp duty consequences of any kind arising directly or indirectly from the Matter.
- b. We recommend that you seek advice from your own specialist tax advisors or ask the team at Humphreys Law Ltd for a recommendation as regards a suitable (third party) tax advisor that you might engage.

## 18. **Engagement of external Counsel**

- a. It may be necessary for us to engage consultants to assist us with our work on the Matter, for example subject matter experts from other law firms, barristers and accountants ("**Counsel**"). The terms of our engagement with any Counsel would include the respecting of your confidential information.
- b. If we engage any Counsel on the Matter, the associated costs would be absorbed within our charges to you.

## 19. **Limitations of our liability to you**

Our liability for any:

- negligence;
- breach of contract;
- misrepresentation;
- breach of statutory duty;
- equitable remedies (such as without limitation unjust enrichment); and/or
- any other cause of action,

pursuant or relating to any act or default of ours in advising on the Matter or otherwise pursuant or further to the Agreement (or these Terms), including:

- legal charges and expenses; and
- damages and interest on damages,

is limited to **£3 million**, save where such a limitation is excluded by the laws of England and Wales or where the Agreement expressly sets out a higher amount (but nothing herein shall limit any liability on our part for fraud).

## 20. **Performance management**

- a. We place great value on our client relationships and continually strive to provide a high-quality service. To help us monitor performance and continue to meet and exceed client expectations you may be contacted and asked to provide feedback. Where appropriate this may include approving a form of press release. In this event we very much hope that you will be willing to assist with our investment in client relationships and ensure that any associated publicity benefits both Humphreys Law Ltd and you.
- b. The firm may in due course seek to apply for Lexcel accreditation (Lexcel is the Law Society's Practice Management Standard). To maintain this accreditation a small sample of our client files are annually audited by external approved auditors. By agreeing to these Terms, you give your consent to our

files relating to your matter being made available to the auditors for this purpose. If you have any objection to this requirement please inform us in writing as soon as possible.

- c. You may withdraw your consent to audit at any time by giving us written notice, either generally or in relation to a specific matter, without having to give a reason. Refusal of consent does not in any way affect the conduct of the matter or the quality of the work carried out by us.

## **21. Terminating our agreement**

- a. You may withdraw your instructions as regards the Matter or terminate the Agreement (and thereby these Terms) at any time. We ask that this is done in writing. We shall be entitled to charge you for the work we have done for you up until the date of such termination as well as pursuant to paragraph 13.d above.
- b. Following the conclusion of the Matter or on termination of your instructions, if you owe us money, we are entitled to retain your papers and papers and documents prepared by us or intended to belong to us. We may exercise our right to retain such papers until you have settled your account.
- c. In some circumstances, for good reason, we may decide to cease acting for you. Examples of such circumstances might include:
  - failure to pay an invoice or comply with a request for a payment on account;
  - if there is a breakdown in trust and confidence between us; or
  - you fail to comply with these Terms or the Agreement in any way.

We reserve the right to pursue our charges if we cease acting for you.

- d. We will normally give you reasonable prior written notice if we decide for whatever reason that we are no longer willing to act for you. You will remain liable for all our charges and any outside expenses that we have incurred up to the date on which we cease acting for you as well as pursuant to paragraph 13.d above.

## **22. Interpretation**

- a. These Terms and the Agreement constitute the entire agreement and understanding between you and us as regards our instructions on the Matter and supersede all prior agreements, understandings or arrangements (oral or written) in respect thereof.
- b. Nothing in these Terms or the Agreement is intended to or shall be construed as establishing or implying any partnership of any kind between you and us or any other person.
- c. Nothing in these Terms or the Agreement is intended to confer any benefit on any person who is not a party to them and the provisions of the Contracts (Rights of Third Parties) Act 1999 are hereby excluded.
- d. If any terms or provisions of these Terms (or any parts hereof) are or become invalid, illegal or unenforceable, the remainder shall survive unaffected to the fullest extent permitted by law.
- e. The express or implied waiver by us of any of our rights or remedies arising under these Terms or the Agreement or by law shall not constitute a continuing waiver of the right or remedy waived or a waiver of any other right or remedy.
- f. These Terms and the Agreement shall be interpreted in accordance with the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction in any dispute arising out of our acting on your behalf.



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- g. The courts of England and Wales shall have exclusive jurisdiction even if you or your business (or any part of it) is resident, domiciled, or otherwise situated outside England and Wales, or the matter concerns persons, organisations or property situated outside England and Wales, or where we take any steps on your behalf, or incur any liability or expense, outside the jurisdiction of the courts of England and Wales.

## **23. Acceptance**

- a. These Terms apply to the Agreement and any variation of or successor agreement to the Agreement (whether oral or written).
- b. We may revise these Terms from time to time but in this event we will notify you of any changes in writing and such changes will be deemed to automatically take effect upon receipt by you of notice of the same.
- c. Unless we have expressly prescribed by the Agreement, these Terms take effect from the date we were first instructed by you on the subject matter of the Matter.
- d. By instructing us to commence or continue work on the Matter, you will be taken to have accepted these Terms and the terms of the Agreement, whether or not you have signed the Agreement.

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*Version: February 2020*