



## STANDARD TERMS AND CONDITIONS OF BUSINESS

### 1. General

- 1.1. LPC Law will provide legal services on these Terms.
- 1.2. Unless otherwise agreed in writing, and subject to any change to our fixed fees or hourly rates, these Terms will apply to any future instructions given by you to LPC Law.
- 1.3. Any variation of these Terms must be agreed in writing between you and LPC Law. There may also be variations to these Terms as a result of changes in the law or the rules and regulations laid down by the Solicitors Regulation Authority.

### 2. Hours of Business

- 2.1. The normal hours of opening at our offices are between 8.00am and 8.00pm on weekdays and between 10.00am and 4.00pm on Saturdays. The offices will be closed on Sundays and Public Holidays. Outside of office hours, there is an emergency contact telephone number, available upon request.

### 3. Fees, Expenses and Invoices

- 3.1. Fees will be calculated on one of two bases:
  - 3.1.1. Fixed fees for agency advocacy work – a list of our fees for this type of work will be included in our retainer.
  - 3.1.2. The amount of time spent on the work by individuals at the appropriate hourly rates, as set out below:

Solicitor	£200.00 + VAT
Paralegal	£100.00 + VAT
- 3.2. Fees calculated with reference to the time spent on the work (as per 3.1.2 above) will take into account, but will not necessarily be limited to, time spent on the following tasks: meetings with you; reviewing documents; preparing and working on documents; making and receiving

telephone calls, e-mails, facsimiles and text messages; attending at court; and time spent travelling to or from our offices.

- 3.3. In addition to the time spent on the work, we may take into account a number of factors, including (but not limited to): any need to undertake work outside of our normal office hours (see 2.1 above); the complexity of the work; the speed at which the work has to be carried out; any particular specialist expertise which may be required. An increase in the hourly rates may be applied to reflect such factors.
- 3.4. As well as our fees, you may be required to pay for any expenditure incurred on your behalf, including (but not limited to): court fees; counsel's fees; photocopying; search and associated fees; postage; transmission of documents by facsimile or other electronic means; and any other out-of-pocket expenses. LPC Law may also ask you for payment on account of fees or expenses, either incurred or anticipated; any such payment will be applied against the next invoice issued by LPC Law in the relevant matter.
- 3.5. All fees and expenses shall be subject to Value Added Tax at the prevailing rate.
- 3.6. All fees, hourly rates and expenses will be reviewed annually by 1<sup>st</sup> January each year. LPC Law will notify you of any changes to our fees, hourly rates and expenses accordingly.
- 3.7. Any monies received on your behalf will be held in LPC Law's client account. Pursuant to Rule 24 of the Solicitors' Accounts Rules 1998, LPC Law may be obliged to account to you for any interest (or the equivalent) that may accrue on any such monies.
- 3.8. All invoices submitted to you by LPC Law are payable in full within 30 days of receipt. If an invoice is not paid in full within 30 days of receipt, LPC Law reserves the right to charge interest on any unpaid sum at the rate specified by section 6 of the Late Payment of Commercial Debts (Interest) Act 1998.
- 3.9. The obligation to pay any invoice submitted to you by LPC Law at 3.8 above is irrespective of and entirely separate to any order by any court as to the payment of legal costs.

#### **4. Money Laundering Regulations**

- 4.1. LPC Law is subject to the Money Laundering Regulations 2007 and may, therefore, be required to obtain and verify information about the identity of our clients and, where relevant, people related to them. If such information needs to be provided, you will be notified of this accordingly.

- 4.2. LPC Law will only accept payments in cash up to a maximum amount of £500.00. If a cash payment of more than £500.00 is deposited into our account, LPC Law reserves the right to charge you for any additional checks that we decide, in our absolute discretion, are necessary to prove the source of the funds.
- 4.3. Any monies payable to you by LPC Law will be paid by cheque or bank transfer; they will not be paid in cash and will not be paid to a third party.

## **5. General Lien**

- 5.1. LPC Law is entitled to retain any money, papers or other property belonging to you in LPC Law's possession pending payment of our invoice(s). LPC Law is not entitled to sell property held in these circumstances but we are entitled to retain such property, other than money, even if the value of it exceeds the amount(s) owed to us.

## **6. Confidentiality, Data Protection and Documents**

- 6.1. All information received, processed or disseminated by LPC Law shall be deemed, *prima facie*, confidential. All information will be accessed on a need to know basis. These general principles are subject to any obligation imposed on LPC Law or you by virtue of the rules on Disclosure, as contained in Civil Procedure Rules Part 31, or any similar provision or any relevant law or any order of any court.
- 6.2. LPC Law will only hold and use information about you, your clients, your employees and representatives to allow us to provide the legal services as set out in our retainer or to improve the quality of the service provided.
- 6.3. LPC Law undertakes to put in place appropriate technical and organisational measures to safeguard client information against unauthorised or unlawful processing and against accidental loss, destruction or damage, in compliance with the Seventh Principle of the Data Protection Act 1998.
- 6.4. LPC Law will communicate with you by such method as you may request. The following methods of disseminating Information shall be deemed to have an appropriate level of security for the purposes of compliance with the obligations contained herein:
  - 6.4.1. Special or Recorded Delivery or First Class Post through the Royal Mail;
  - 6.4.2. e-mail to an e-mail address exclusively used by you or LPC Law;

- 6.4.3. Information accessed by way of LPC Law's Advocate Network, LPC Law's website or LPC Law's Extranet;
  - 6.4.4. Document Exchange;
  - 6.4.5. Telephony;
  - 6.4.6. Facsimile;
  - 6.4.7. SMS text messages to a telephone exclusively used by you or LPC Law;
  - 6.4.8. Hand delivery or collection at LPC Law's offices;
  - 6.4.9. Courier service through Reuter Brooks Ltd or an equivalent reputable courier company authorised by the Office Services Supervisor.
- 6.5. After the completion of the legal services for you, LPC Law may keep your file of papers in storage for a period of not less than three years and shall keep them for longer than three years if LPC Law deems it necessary. Thereafter, LPC Law reserves the right to destroy your file of papers or charge you for its storage should it remain in LPC Law's possession.

## **7. Copyright**

- 7.1. Copyright in any documents prepared by LPC Law or its employees, sub-contractors or agents will not pass to you, unless expressly agreed otherwise in writing (pursuant to 1.3 above).

## **8. Liability**

- 8.1. The legal services and any associated advice, documents or reports provided pursuant to these Terms are provided for your sole use and reliance. LPC Law accepts no responsibility for any reliance that may be placed on any such advice, document or report by any third party, unless expressly agreed otherwise in writing (pursuant to 1.3 above).
- 8.2. The limit of LPC Law's liability, with regard to any claim or loss or damage howsoever arising with respect to the legal services provided pursuant to these Terms is £3,000,000.00. Such liability is limited to LPC Law's professional indemnity insurance.
- 8.3. LPC Law will not be liable for any consequential, special, indirect or exemplary damages, costs or losses attributable to lost profits or loss of opportunity.
- 8.4. Any client money is held by LPC Law in accordance with the requirements of the Solicitors' Account Rules 1998 and the Solicitors Act 1974. LPC Law will not be liable for any losses incurred by you as a result of any banking failure.

## **9. Termination**

- 9.1. You may terminate your instructions to LPC Law in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us in respect of our fees and expenses.
- 9.2. LPC Law may decide to stop acting for you but only with good reason; these include (but are not limited to): failure to pay an interim invoice; failure to comply with a request for payment on account; failure to provide clear instructions; or a conflict of interest. LPC Law must give you reasonable notice in the circumstances that we will stop acting for you.
- 9.3. In either of the situations outlined at 9.1 or 9.2 above, you will still be liable to pay any invoice submitted to you by LPC Law in respect of fees, charges or expenses incurred by LPC Law until we stop acting for you.

## **10. Miscellaneous**

- 10.1. Your continuing instructions will amount to an acceptance of these Terms and accompanying retainer.
- 10.2. Any failure of LPC Law to take any action in respect of any breach of these Terms shall not constitute a waiver of any of these Terms.
- 10.3. In the event of any discrepancy between the effect of these Terms and our retainer, the effect of the retainer shall take priority.
- 10.4. If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.
- 10.5. These Terms shall be governed by and interpreted in accordance with English law and the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms.