



## **Standards and Terms of Service**

**Veale Wasbrough Vizards LLP**

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## **1 Introduction**

These standards and terms of service set out the basis upon which Veale Wasbrough Vizards LLP (**we**) will provide you with legal services. Subject to any amendments to them, they apply in all dealings between us and should be read together with our engagement letter.

## **2 Our responsibilities**

### **2.1 Confidentiality**

Unless required by law or permitted, we will not disclose to a third party without your prior consent any information concerning your affairs that we receive from you for the purpose of providing legal services. If we are required as a matter of law to refer any information concerning your affairs to relevant authorities, we may not be permitted to disclose this fact to you. You authorise us to permit people reviewing our compliance (with LEXCEL or other regulatory standards) to view your matter for the purpose of assessing our compliance with such standards only. You agree that we may disclose information from your file to our professional indemnity insurers where circumstances need to be notified to our insurers in relation to your matter. We outsource certain activities, including IT services, archiving and document administration. All these activities are covered by confidentiality agreements. Please let us know as soon as possible if you do not wish us to outsource any of these activities.

### **2.2 Client identity**

We are required by the Proceeds of Crime Act 2002 and by money laundering legislation to verify the identity of our clients. We will therefore need to ask you to produce certain documents before we are able to begin work on your behalf. Full details of identity requirements will be set out in our engagement letter. Occasionally it may become necessary to ask for further documents. We may verify your identity from information provided by third parties.

### **2.3 Conflicts of interest**

We recognise the importance of ensuring that no potential or actual conflict arises between your interests and the interests of any other client or this firm. If a conflict does arise, we may not be able to continue acting for you in a matter. Should this happen we will discuss it with you to agree the way forward.

### **2.4 Guarantees**

In some circumstances, we will require a director and / or shareholder of a limited liability company client to enter into a guarantee of the company's obligations to us.

## **3 Our liability to you**

3.1 Veale Wasbrough Vizards LLP is a limited liability partnership, which is a corporate entity in its own right, owned by its members. Our members have chosen to retain the traditional title "partner" for themselves and for certain employed solicitors of sufficient seniority and standing. However there is no partnership between the members and any senior employee with the title of "partner", or between the members and those senior employees and Veale Wasbrough Vizards LLP, or any of them. Any reference in these terms or during the course of your dealings with us to a "partner" is only a reference to a member or senior employee of this firm.

3.2 Our contract for the provision to you of legal services under these standards and terms of service and our engagement letter is between Veale Wasbrough Vizards LLP and you. The services provided to you by the firm are for you and cannot be relied upon by anyone else. No one else, including any individuals(s) who are involved in delivering advice to you on behalf of Veale Wasbrough Vizards LLP, has any contract with, or any liability to, you.

- 3.3 Veale Wasbrough Vizards LLP owes you a duty to act with reasonable skill and care in the services we provide to you. Our members, employees and consultants owe you no personal liability, under a duty of care or otherwise, for the work they do for you on behalf of the LLP and you agree to exclude any such duty or liability from our contract with you. Any claim you make against us may therefore only be made against Veale Wasbrough Vizards LLP and not against any member, employee or consultant of this firm.
- 3.4 We will not be liable for any losses in excess of £10 million arising out of the work we do for you on any individual matter, whether caused by our negligence or otherwise, unless we first agree a higher limit to our liability with you in our engagement letter. We will not be liable for any consequential or indirect loss, whether or not it is foreseeable when we commence work for you on any individual matter.
- 3.5 No limit will apply in respect of any liability for death or personal injury resulting from negligence or for fraud.

## **4 Your responsibilities**

### **4.1 Authorities**

You must inform us in writing of any cost or other limitation that you wish to place on our retainer or authority to represent you.

### **4.2 Providing instructions or information**

You are responsible for providing in good time all information, authorities and instruction that we may need to progress a matter on your behalf and to keep us informed of any relevant changes. All court orders or court deadlines must be complied with strictly. Failure to enable us to so comply will have serious implications both on your own costs and on your potential ability to recover costs from any other party.

### **4.3 Urgency**

You must inform us in writing if your instruction or any information you provide is urgent, and make sure that we have received it. You must specify any deadline.

## **5 Fees generally**

### **5.1 Time basis**

The time spent is often the most significant matter in assessing our fees. All time spent on a matter, including file opening, file management, preparation of bills, meetings, travelling, working on papers, correspondence and telephone calls are recorded by our lawyers and will be charged unless otherwise agreed. Hourly rates that have been agreed at the start of a matter will be subject to review at least annually.

### **5.2 Other factors**

Other matters can be taken into account when calculating our fees such as the speed of response required, the size, complexity and novelty of the work and any specialist knowledge required or place of performance.

### **5.3 Cost estimate**

A cost estimate is a guide only and not a quotation unless that is specifically agreed in writing.

#### 5.4 **Special arrangements**

We are happy to consider a flexible approach to charging. We will consider fixed fees, rates on blocks of time, specific retainer agreements or percentage fees. We carry out work under conditional fee arrangements if we consider it appropriate.

#### 5.5 **Information requests or subject access requests**

If (i) we are required to provide information requested by you or your accountant for the audit and preparation of your accounts, or (ii) we receive a subject access request from a person, as a consequence of your having instructed us on a matter, then we will charge you for the time we spend in order to comply with our obligations and deal with the request.

#### 5.6 **Transactions that do not complete**

Subject to any other agreement reached between us we will charge for the work done and expenses incurred.

#### 5.7 **Queries about costs**

If you have any queries about our costs, then if we cannot deal with your query to your satisfaction, you have the right to refer the query to the Legal Ombudsman (see clause 10.1). You may also have the right to have your costs assessed by the court under Part III of the Solicitors Act 1974. You are provided with details about this on all our invoices.

#### 5.8 **Expenses**

You are required to reimburse us for all expenses incurred on your behalf and we usually require money on account from you before we incur any such expenses. Such expenses include fees payable to counsel, costs draftsmen, professional agents, court fees, photocopying charges, courier charges, travelling expenses, stamp duty, Companies House and Land Registry fees. We do not normally charge for postage, fax or telephone call charges unless the amounts involved are exceptional.

### **6 Invoices**

#### 6.1 **Interim invoices**

We operate, so far as possible, a monthly invoicing policy. It will not affect any fixed costs or costs estimates we have given or may give you, simply the time at which costs will be payable, wholly or in part. We may require you to provide money on account of costs in advance of the work being carried out.

#### 6.2 **Payment date**

Payment is due when you receive our invoice. If an account remains unpaid we may stop working on your behalf.

#### 6.3 **Joint and several liability**

If we are instructed by more than one person or organisation, then each is separately responsible for payment in full of our invoices. In the case of any client that is a partnership within the meaning of the Partnership Act 1890, these standards and terms of service shall continue to bind all partners in that partnership from time to time notwithstanding any change in their composition arising after the date on which these standards and terms of service were issued.

## 6.4 **Third parties**

If a third party agrees to pay all or part of our costs you will remain responsible to us for payment until those costs have been paid in full. We will usually require evidence of identity and the address of any such third party.

## 6.5 **Interest**

Interest on all overdue invoices may be charged at 4% above the base rate of the Bank of England (up to a maximum of the court rate applied to civil judgments from time to time) from the date you receive the invoice.

# 7 **Proceeds of Crime Act 2002 and money laundering legislation**

## 7.1 **Receipt of money**

Unless we otherwise specifically agree in writing, we will not accept payments of any kind in cash or payments from any bank or other financial institution not authorised to accept deposits in the United Kingdom.

## 7.2 **Duty of disclosure**

We have a duty to report to the National Crime Agency any client transaction which we know or suspect may involve money laundering. If we decide, in our sole discretion, that we are required to report the transaction on which you have instructed us, we may do so without your prior authority or knowledge. We are not permitted to tell you if we make such a report.

## 7.3 **Payments from client accounts**

If we have received money otherwise than in accordance with clause 7.1 above, or if we make any report or disclosure in accordance with clause 7.2 above, we will be entitled to retain in client account any money received from you for a period of up to 42 days from the date of receipt, or the date we make any report, whichever is the later. We will not be liable for any loss or damage of any kind whatsoever directly or indirectly caused as a result of any delay in completing any transaction by reason of such retention of money in client account in accordance with this clause 7.3.

# 8 **Accounting and regulatory matters**

## 8.1 **Client money**

Any client money we are holding for you will be held in a client account with a Financial Conduct Authority regulated bank where it will earn interest. You are entitled to any interest accrued unless such interest is minimal.

Money in a client account must be returned to the client (or other person on whose behalf the money is held) promptly, as soon as there is no longer any proper purpose to hold those funds (rule 2.5, SRA Accounts Rules 2019). The firm cannot provide banking facilities through a client account. Payments into, and transfer or withdrawals from, a client account must be in respect of the delivery by the firm of regulated services (rule 3.3, SRA Accounts Rules 2019).

## 8.2 **Appropriation**

Any money held by us and accrued interest may be taken by us in payment of our invoices whether overdue or not.

## 8.3 **Investment business**

The firm is not authorised under the Financial Services and Markets Act 2000 but is able, in certain circumstances, to offer a limited range of investment services to you because we are regulated by

the Solicitors Regulation Authority. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide. In any other case, we may refer you to someone who is authorised by the Financial Conduct Authority.

#### **8.4 Insurance mediation activities**

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 can 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 regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at [www.fca.org.uk](http://www.fca.org.uk).

#### **8.5 Regulation**

Veale Wasbrough Vizards LLP's registered company number is OC384033 and the registered address is Narrow Quay House, Narrow Quay, Bristol BS1 4QA. We are authorised and regulated by the Solicitors Regulation Authority (SRA number 597329) which is the independent regulatory body of the Law Society. The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Legal Ombudsman is the independent complaints handling body of the Law Society established by the Office for Legal Complaints.

#### **8.6 Members' names**

A list of members' names is available for inspection at our registered address (see clause 8.5).

### **9 Litigation**

#### **9.1 Litigation costs**

There are specific rules concerning costs associated with litigation and you will be advised separately about them including liability for other parties' costs.

#### **9.2 Employment cases**

An employment tribunal only rarely makes costs orders and each party is usually responsible for its own costs.

#### **9.3 Public funding**

Please inform us at the outset if you consider that you may be eligible for Public Funding (previously Legal Aid).

#### **9.4 Insurance and Trade Unions**

You may be entitled to a contribution towards your legal costs from an insurance company under legal expenses insurance, public liability insurance, household insurance, or some other form of insurance. Alternatively your costs may be covered by your employer, trade union or professional association. We suggest that you check and advise us of the terms of any such cover.

### **10 Our service**

#### **10.1 Complaints procedure**

If you have a concern or complaint about any aspect of our service or our charges, you should notify the lawyer who is responsible for your matter as soon as possible. If that person is unable to resolve your concern, you should contact the Complaints Partner, Claire Ainley, who will investigate the matter personally and respond to your concerns. We have a complaints procedure, which can be



accessed at <https://www.vwv.co.uk/regulatory-matters> and a copy of which is available upon request.

If you are not satisfied with the outcome of our complaints procedure you may refer your concerns to the Legal Ombudsman at PO Box 6806, Wolverhampton WV1 9WJ, website [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk), telephone 0300 555 0333. The time limit for doing so is six months from the conclusion of our complaints procedure.

## **11 General**

### **11.1 Documents**

We are entitled to keep all your papers and documents while there is any money owed to us for charges and expenses. We store archived files for a minimum of 6.5 years. This is on the understanding that we have your authority to destroy them after this time.

### **11.2 Electronic communications**

We will often communicate with you by email, fax transmission and by mobile telephone. These means of communication are subject to the risk of inadvertent disclosure to third parties but in the interests of speed and efficiency you authorise us to use them on your behalf.

### **11.3 Copyright**

We own copyright in all the work we produce for you. You may copy our documents for the purposes of the transaction for which they were intended, but you may not change the documents or re-use them for any other purpose (nor allow anyone else to do so) without our permission.

### **11.4 Knowledge management**

We reserve the right to retain opinions and reports of Counsel and experts which we may obtain for you, for the application of points of law or principle to other matters.

### **11.5 Data protection**

As a client of the firm, we collect personal information about you and about third parties during the course of providing services to you. As a corporate client, this includes personal information about your officers and employees. Where we use this information for the purpose of providing you with legal advice we are a data controller of such information. To read more about how we protect and use your information as a data controller please see our Transparency Notice at [www.vwv.co.uk/transparency-notice](http://www.vwv.co.uk/transparency-notice).

If your instructions require us to provide services as a data processor (for example, if we are providing diocesan or charity administration support services or hosting a data room on your behalf) our Data Processing Terms apply. Our Data Processing Terms form part of the legal agreement between us and can be accessed at [www.vwv.co.uk/data-processing-terms](http://www.vwv.co.uk/data-processing-terms).

### **11.6 Marketing communications**

If you are an existing or recent client of the firm, we may send you marketing communications about our services from time to time unless you have asked us not to. You can update your marketing preferences, including opting out of all marketing, at any time by clicking the "email preferences" link at the bottom of any of our marketing communication emails or by contacting [www.vwv.co.uk/contact-us](http://www.vwv.co.uk/contact-us).

### **11.7 Termination**

You may terminate your instructions by written notice at any time. You will remain responsible for all costs and expenses accrued until we receive and can act on such written notice. If you fail to

meet any of your obligations or responsibilities, such as failing to place us in funds when requested, failing to pay any bill when due, your failure to act will be treated as the termination by you of your instructions to us and we may cease to act for you. We will give you notice of our intention to cease to act for you, and may keep any of your documents until we have been paid.

#### **11.8 Governing law and jurisdiction**

These standards and terms of service agreed between us are governed by English law. The courts of England and Wales have exclusive jurisdiction to settle any dispute between us. Any judgment obtained in England and Wales is to be considered final, conclusive and binding and enforceable in any court of any other jurisdiction.

