



# Terms of Business

## 1. Introduction

1.1 When you instruct us and we agree to act for you a contract is created between us which is governed by these terms of business and your continued instructions will amount to acceptance of these terms. The contract is also subject to a variety of rules and regulations, both professional and statutory.

1.2 If you have already asked us to start work for you, e.g. by giving you initial advice or by acting in an emergency, we have done so on the understanding that, unless otherwise agreed, these terms apply from your initial instructions.

1.3 We specifically draw your attention to paragraph 15 below which sets out the scope and extent of our liability.

## 2. Responsibility for your work

2.1 At the time of instruction of each matter we will confirm the name and status of the person who will deal with the matter.

2.2 Where relevant we will also confirm the name and status of their supervisor and if appropriate which director is responsible for your work either directly or with overall departmental responsibility.

2.3 To ensure your instructions are progressed it may be necessary for other members of the relevant department to work or assist on your matter. If they are to perform a continuing role, we will inform you who they are.

2.4 Your main points of contact will normally be the person named as dealing with the matter and their secretary.

## 3. Your instructions and our advice

3.1 Your instructions are confirmed by these terms and the Summary of Work form(s) you will receive. Unless otherwise notified to you, the two together form the basis upon which we accept those instructions.

3.2 The scope of your instructions will be set out in the Summary of Work form(s) you will receive.

3.3 Our standard exclusions are set out below. They may only be overridden or added to by notice from us in writing:

3.3.1 Tax advice: Tax advice is specially excluded from our retainer and you should consult a tax expert on any tax issues arising.

3.3.2 Financial: We will not give any advice on the financial or commercial viability of any agreed terms you have negotiated, nor on the amount of any property or other valuations.

3.3.3 Property: We make no comment on the state and condition of any property and its services, nor on the contents of any valuation or survey sent to us, save for any part requiring specific legal comment.

3.3.4 Environment: We will carry out an environmental search for a residential purchase. We will only carry out such a search for a commercial matter if you instruct us to do so. We will supply copies of any search carried out to you and your lender (if any), but we will not make any comment on, nor attempt to interpret, the results.

If you are in any doubt about any such issues you should consult an expert in the relevant field of expertise for advice.

3.4 Any advice we give will be provided solely to the entity which or individual who instructs us as our client and solely for the purpose for which we were instructed.

3.5 Our advice may not be used or relied upon for any other purpose or by any other person without our express prior written agreement.

3.6 Our advice may not be disclosed to any person without our express prior written agreement.

3.7 Unless expressly stated, the Contracts (Rights of Third Parties) Act 1999 shall not apply to our contract with you. No person who is not a party to the contract shall have the right to enforce any term of it.

## **4. Fees**

4.1 At the time of instruction we will discuss fees and the likely cost involved with you. We will either confirm our fees and any likely expenses for the matter or, where possible give our best estimate of these. There are various different fee arrangements that may apply and we will confirm the arrangement that applies to you separately.

4.2 When our charges are based on our time spent dealing with your matter, included in our time are any meetings with you, any barrister or expert that we use on your behalf and any other parties or witnesses; drafting letters and documents; perusing and analysing any letters and documents received from you, or anyone else, in connection with your matter and all telephone calls including both those made by and received by us. Our time is recorded in units of 1/10th of an hour.

4.3 We may require payment of higher than usual fees in the event your instructions are urgent, or complex, or require work outside normal office hours, or other exceptional circumstances. We will agree with you those charges in advance of carrying out such work.

4.4 Unless otherwise agreed in writing fees, expenses and disbursements are payable by you whether or not a case is successfully concluded or a transaction completed. If any case or transaction does not proceed to completion for any reason during the period in which we are

instructed then we are entitled to charge for work done. If you wish to agree limits on our fees and the expenses which are not to be exceeded without your agreement, please contact the person dealing with the matter.

4.5 Payment terms for your contract will be set out separately in our Summary of Work form(s). Unless otherwise agreed in writing our fees will be invoiced immediately and will be payable within seven days of invoice.

4.6 We reserve the right to:

4.6.1 ask you for money in advance to cover likely fees and expenses;

4.6.2 deduct, at any time, money you owe us from any money we receive for you or that we are holding on your behalf and which is due to you;

4.6.3 stop acting if you fail to pay any fees or expenses by their due date.

4.7 We will charge interest at 4% above our bank's base rate on invoiced amounts which remain unpaid in accordance with article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009.

4.8 Our fees will be subject to VAT at the prevailing rate.

4.9 If someone else has agreed to pay our fees and expenses on your behalf, but does not do so you are ultimately responsible for them.

4.10 You have the right under the Solicitors Act 1974 to challenge the amount of our bills whether for non-contentious or contentious work.

4.11 You are entitled to challenge our bill (as per paragraph 4.10 above) within one month (unless we agree otherwise with you in writing) of delivery of our bill or notifying you of our costs by applying to the court under Part III of the Solicitors Act 1974.

4.12 You may also have the right to challenge our bill by making a complaint to the Legal Ombudsman as to which please see paragraph 20 below.

4.13 These provisions also apply where we deduct our costs (except expenses) from money we hold for you.

## **5. Confidentiality**

5.1 Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. Whilst we will maintain strict confidentiality in regard to your work generally, we are subject to a number of regulatory authorities and may be required to disclose some details from time to time to them. For example, the Solicitors Regulation Authority, The Law Society and HM Revenue and Customs have power to inspect our books.

5.2 Specific requirements are set out below in relation to data protection, money laundering and email communication.

5.3 If you are not an individual client or trustee of a private trust, we shall also be permitted, unless you instruct us to the contrary, to disclose when offering our services to others, that we have acted for you.

5.4 We may on occasion need to outsource work to people outside Verisona Law, for example typing and copying.

5.5 We may, from time to time provide some information about you and your matter to suppliers of computer software to help us develop and manage systems and maintain our high standards of service. If you would like more information about what details are disclosed or if you would prefer us not to share your information with software suppliers please let us know.

5.6 We use an External Storage Provider for storing our closed files and, unless you notify us in writing otherwise, you will be deemed to have agreed that we may do so. We have a separate confidentiality agreement with the External Storage Provider.

## **6. Privacy**

6.1 We may process your personal data, as defined by the Data Protection Act 1998 (the “Act”) for the following purposes:

- 6.1.1 verification of your identify or the officeholders of your organisation;
- 6.1.2 the provision of legal services;
- 6.1.3 the administration of files and records;
- 6.1.4 trust administration;
- 6.1.5 property management;
- 6.1.6 transfer of data between other professionals and advisers notified to us by you;
- 6.1.7 the marketing and promotions of our services; and
- 6.1.8 legal compliance.

6.2 We may also process your sensitive personal data (defined by the Act) for the purposes specified above. If we process your sensitive personal data for any other purpose, we will do so only as permitted by law.

6.3 We only process your personal data when a condition set out in the Act applies. This will normally be because of the contract between us. This does not mean that we do not require your consent to process your personal data for the provision of services to you and we may continue to process your personal data following the end of our retainer when legally permitted to do so.

6.4 Depending upon the nature of the work carried out for you, your personal data may be transferred outside the European Economic Area (EEA) where the data protection regulations may not offer the same protection as within Europe. In some circumstances you have a right to prevent the transfer of your personal data outside of the EEA. If you would prefer that we did not transfer your personal data outside of the EEA, please write to us to confirm.

6.5 If you do not wish us to process your personal data for marketing purposes, please write to us to confirm.

6.6 A more detailed list of purposes for which we may process personal data can be obtained from the Information

Commission or from the website [www.ico.org.uk](http://www.ico.org.uk)

6.7 We may send you electronic information and promotional material about our services. If you do not wish to receive such communications, please write to us to confirm.

## **7. Email communication**

7.1 We are able and willing to communicate with you regarding your matter(s) via email and if you send us an email or provide us with an email address to receive our communications you will be deemed to have agreed to this method of communication. However, it is important that you take account of the following and understand the basis on which we are prepared to do so.

7.2 Email communications with you are on the basis that you accept the risks involved, including that our messages to one another could be read, changed or deleted by third parties without either your knowledge or our knowledge; there may be delay in receiving e-mail and receipt is not guaranteed. Difference between our systems may cause text to be indecipherable or lost.

7.3 Email is not a secure means of communication and accordingly we accept no liability for any loss caused as a result of communication via e-mail, including breach of confidentiality.

7.4 To protect our computer system certain types of attachment may be caught in our firewall. If you wish to send attachments please ensure they are of a size and type that will not be caught, as a delay may occur in these circumstances. No liability is accepted by us in such circumstances.

7.5 We reserve the right not to give undertakings on your behalf, nor accept them from other solicitors, in either case by email.

7.6 There may be certain instructions from you that we will not accept by email. We will advise you accordingly in such a situation.

7.7 We make every effort to ensure that we do not transmit viruses through the use of virus checking software and a computer firewall system. However, we do not accept liability for any loss caused by any virus transmitted to our clients' systems. Please ensure you have appropriate virus protection in place to safeguard your systems.

## **8. Money laundering**

8.1 In order to comply with the law on money laundering, we are required to obtain satisfactory evidence of the identity of our clients and sometimes people related to them. Generally we will not be able to start work until we have done so. We normally use either a combination of evidence from an on-line information provider together with identification documentation from yourself or a combination of both and we will advise you accordingly at the outset of your instructions. In the former case, the information you provide may be disclosed to

a registered credit reference agency which may keep a record of that information. We confirm that we only use this information solely for the purpose of verifying your identity, a credit check is not performed and your credit rating is not affected.

If we are unable to obtain satisfactory evidence in this way we will contact you to discuss the alternative or further evidence we will need from you to comply with our legal obligations. You have the right of access to your personal records held by such information providers referred to above. We will supply the name and address of any agency used to identify you on receipt of your written request.

Our policy is not to accept payments in cash from clients in excess of £1000. We reserve the right to charge for additional checks necessary in order to satisfy ourselves as to the source of funds received.

8.2 The obligation to keep the affairs of the client confidential is however, subject to a statutory exception: legislation on money laundering and terrorist activities requires us to report to The National Crime Agency certain information acquired in the course of acting for a client that gives rise to knowledge or suspicion of money laundering or terrorist activities. If this happens, normally we will not be able to inform you that a disclosure has been made or of the reasons for it because the law prohibits us from doing so. In extreme circumstances we may be required to stop acting for you without giving a reason for doing so. Provided our decisions are made in good faith we will not be liable to you for any loss arising from us acting in accordance with these legal requirements. Where the law permits us to do so we will tell you about any potential money laundering problem and explain what action we need to take.

## **9. Foreign Account Tax Compliance Act**

9.1 The Foreign Account Tax Compliance Act (FATCA) is a US piece of legislation which has effect in the UK as a result of an agreement between the UK and US governments. The intention behind the legislation is to ensure US citizens disclose their worldwide income to the US tax authority (the Internal Revenue Service).

9.2 We may have to establish whether you are a specified US person or an entity controlled by a specified US person. If so, it may be necessary for us to report payments to HMRC. This is explained further in our letter confirming your instructions.

9.3 It is vital that we keep your information current at all times. You are responsible for communicating to us any changes in circumstances that may alter your FATCA status.

## **10. Investment, consumer credit and insurance mediation activities**

### **Investment**

10.1 We are not authorised under the Financial Services and Markets Act 2000 (FSMA), but we are able, in certain circumstances to offer a limited range of investment services to clients 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.

10.2 As we are not authorised by the Financial Conduct Authority we may refer you to someone who is authorised to provide any necessary advice. If and when appropriate we will inform you accordingly.

### **Consumer credit services**

10.3 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 is the independent complaints handling body. If you are unhappy with any consumer credit services you receive from us, you should raise your concerns with the Solicitors Regulation Authority or Legal Ombudsman.

### **Insurance mediation activities**

10.4 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/register](http://www.fca.org.uk/register)

Insurance mediation activities include arranging, advising, and assisting in the administration and performance of contracts of insurance.

10.5 We are not contractually obliged to do a full market analysis in providing recommendations for insurance products. A list of the insurers we conduct business with is available upon request.

The Law Society of England and Wales (The Law Society) 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 and the Legal Ombudsman is the independent complaints handling body.

If you have any problems with the service we have provided to you then please refer to paragraph 17.2 for the appropriate person to contact. We operate an internal complaints handling system to help us resolve such problems. If for any reason we are unable to resolve the problem between us, you should raise your concern with either the Solicitors Regulation Authority or the Legal Ombudsman.

10.6 We may become entitled to a commission if we are asked to arrange insurance business for you. Subject to charging a handling fee, we will pay this to you unless the administration costs exceed the value or a different arrangement has been made with you. Further information on commissions is set out in the 'Summary of Work' where this is relevant to your matter.

## **11. Papers and documents**

11.1 We are entitled to keep all your papers and documents until our final bill is paid. Generally you may then collect any papers unless, for example, your lender has told us to keep them.



11.2 After each matter is completed the file will be kept in certain cases for at least seven years and will then be destroyed, unless you give us written instructions not to.

11.3 In the event you request any papers from your file once your matter has been concluded we will charge a reasonable fee for retrieving it from our storage facility which will be payable before the file is retrieved.

11.4 Files for matters that do not proceed may be destroyed immediately.

11.5 We do not destroy Will files.

11.6 Important documents such as Deeds, Wills or Securities not sent to you or your lender (where appropriate) will be kept in safe custody. There are no storage charges. We may charge you if you require copies of documents from your files.

11.7 Any deeds required as security for a loan cannot be released to you without the permission of your lender.

11.8 Unless we agree otherwise, we retain the copyright in any documents we prepare for you. You may use such documents only for the purpose for which they were prepared for you.

## **12. Outsourcing**

12.1 Where we outsource some of our work, such as typing or photocopying, we always have confidentiality agreements in place with our outsource providers so that your confidential information is properly protected. If you have any concerns relating to this, or do not want any part of your file to be outsourced, please let us know as soon as possible. By accepting these terms you give consent to enable us to use these outsourced services.

## **13. Holding money for you**

13.1 Any funds held by us on your behalf will be held for you in a separate account reserved for clients' money, and will usually attract interest at a rate above that paid by most major clearing banks. In some instances we are required to settle outstanding fees out of money held for you. There may be an administration charge for large numbers of transactions.

13.2 Unless we agree to in writing to the contrary, interest if earned on any money received on your behalf and held in our client account will be calculated and paid to you at the applicable rate in place at the time the funds are held, the exception being any money held by us in our client account as stakeholder. The period for which interest will be paid normally runs from the date(s) when cleared funds are received by us until the date(s) on the cheque(s) issued to you. Interest will be calculated at the end of the matter and will credit the client ledger at that date with the exception of Trust matters where this shall be credited monthly. The payment of interest is subject to certain minimum amounts and periods of time set out in the Solicitors Regulation Authority Accounts Rules 2011. Further details will be supplied on request.

## **14. Quality standards**

14.1 We strive for high quality standards. As a consequence we are subject to periodic checks by outside assessors. This could mean that your file may be selected for checking. If you do not



wish for your file to be so inspected then please confirm to us in writing. All inspections are, of course, conducted in confidence.

14.2 If you prefer to withhold consent, work on your file will not be affected in any way. Since very few of our clients do object to we will assume that we have your consent unless you notify us in writing to the contrary. We will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters which we conduct on your behalf.

## **15. Limitation of liability**

15.1 You acknowledge and agree that if you wish to make a claim relating to or in connection with the services provided by us, the claim can only be brought against Verisona Law (a trading name for Verisona Limited) and not against the individual members, officers or employees. We believe this is reasonable as your contract is with Verisona Law rather than any individuals interested, or working, in the Firm and, that Verisona Law has in place indemnity insurance in excess of the minimum cover required by The Law Society of England and Wales. 'Claim' means any claim whether arising out of this agreement or otherwise, and whether such claim is in contract, tort, breach of trust or on any other basis.

15.2 Our maximum liability for loss or damage of any kind for breach of contract, breach of trust, negligence or any other basis whatsoever (other than fraud) is £3 million for any one transaction or matter or series of connected transactions or matters.

## **16. Variation of these terms and other changes**

16.1 These terms may be supplemented or varied at the outset in correspondence with you or subsequently by agreement with you in writing but cannot be varied verbally. Other changes to the relationship may occur by law, changes to our rules of professional conduct, or other regulation.

## **17. Termination**

17.1 This sub-paragraph applies only if you did not instruct us face to face. You may withdraw any new instructions within fourteen working days of giving them without incurring any fee. This right will cease if we start to act on those instructions with your consent at the time. You will lose your right to withdraw your instructions if they have been fully performed during the fourteen day period with your consent (e.g. preparation of a Will).

17.2 Otherwise although you may terminate our appointment at any time, you will be liable for our fees and expenses up to that point. We can keep all your papers and documents while our charges or disbursements are outstanding.

17.3 Our rules of professional conduct govern in what circumstances we may terminate the contract between us including without limitation the non-payment of bills or failure to make payments on account when requested. If we terminate the contract between us we will notify you and give reasons where we can.

## **18. Equality and diversity**

18.1 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.

## **19. Governing law and jurisdiction**

19.1 The law of England and Wales will govern our professional and contractual relationship with you notwithstanding that you may be based, or our service provided to you, elsewhere. The Courts of England and Wales will have exclusive jurisdiction to determine any disputes arising from our contract with you.

## **20. Comments and problems**

20.1 If you feel there is any way in which we can improve our service to you, please let us know. We keep under review our service to our clients and your suggestions may be very helpful. We also use surveys to obtain client feedback and would ask you to complete any such survey if you receive one from us or any agency on our behalf.

20.2 We aim to offer all clients a friendly and efficient service and we hope you will be pleased with the work we do for you. However, if any difficulty should arise, including any in relation to our fees, please first raise the matter with the person responsible for your transaction or matter and, failing that with the supervising director who has ultimate responsibility for your work. Should you still have any queries or concerns about the service provided then it would be appropriate for you to contact our Designated Complaints Handler, Tim Reynolds, on 023 9231 2052, via email [tim.reynolds@verisonalaw.com](mailto:tim.reynolds@verisonalaw.com) or by post to our Lakeside office.

20.3 If for any reason we are unable to resolve the problem between us, you may raise your concerns with the Legal Ombudsman who is independent and impartial. You may contact them at:

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

Normally, you will be expected to have attempted to resolve your complaint with us before referring to the Ombudsman. You may then bring the complaint to the Ombudsman within six months of receiving a final response from us about your complaint and six years from the date of act or omission giving rise to the complaint, or alternatively three years from the date you should reasonably have known there are grounds for complaint (if the act or omission took place before 6 October 2010 or was more than six years ago).

## **21. Future instructions**

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



**verisonalaw**

1000 Lakeside North Harbour Portsmouth PO6 3EN

Tel: 023 9298 1000

Fax: 023 9231 2080

DX: 50002 Portsmouth 9

Wellesley House

202 London Road

Waterlooville PO7 7AN

Tel: 023 9298 1000

Fax: 023 9231 2080

DX: 50002 Portsmouth 9

[connect@verisonalaw.com](mailto:connect@verisonalaw.com)

[www.verisonalaw.com](http://www.verisonalaw.com)