

# Terms of Business & Client Information



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# **About Us**

#### Who We Are

Complex Law, Smith Jones, Claim First and Finance Claims are trading names of Complex Law Ltd, a registered company (No. 06938570) whose registered office is at whose registered office is at Avenue HQ, Mann Island, Liverpool, L3 IBP, telephone no: 0333 188 9996; e-mail: enquiries@complexlaw.co.uk (the company).

We use the word "Partner" to refer to a shareholder of the company or to an employee or consultant of the company who has been designated as having equivalent standing and qualifications. A list of the shareholders and other persons who are designated as Partners is available from our registered office on request. Any references to the "partnership" or the "firm" mean the company.

Complex Law Limited is a "licensed body" authorised and regulated by the Solicitors Regulation Authority (No. 515276) whose address and contact details are: Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 IRN; website: www.sra.org.uk, where our professional standards and regulations may be accessed.

Our **VAT Registration Number** is GB976 4660 72.





#### **Our Hours of Business**

The normal hours of opening at our offices are between 9:00am and 5pm Monday – Friday.

Messages can be left outside those hours and appointments can be arranged out of these hours when this is essential.

#### **Our Aim**

We aim to offer our clients quality legal advice with a personal service at a fair cost. As a start, we hope it is helpful to you to set out in this statement the basis on which we will provide our professional services.

#### **Our Commitment to You**



**REPRESENT** your interests and keep your business **confidential**.

**EXPLAIN** to you the legal work which may be required and the prospects of a successful outcome.

**MAKE SURE** that you understand the likely degree of **financial risk** which you will be taking on.

**CONSIDER** with you whether **Legal Expenses Insurance** may be available or appropriate for you.

**KEEP YOU** regularly informed of **progress** or, if there is none, when you are likely to hear from us.

TRY to avoid using technical legal language when writing to you.

**DEAL** with your queries **promptly**.



# **About You**

# **Your Responsibilities**

#### You must:

GIVE US prompt and complete instructions that allow us to do our work properly;

**NOT** ask us to work in an **improper** or **unreasonable** way;

**NOT** deliberately **mislead** us;

**CO-OPERATE** with us **fully**;

**ATTEND** any **appointments** arranged for you such as an **expert appointment** or a **Court hearing**;

**NOTIFY** us **promptly** of any **change** in your **address** or other **contact details**.

### Failure to Instruct

If, after we have done work and incurred costs on your behalf, **you fail to provide us with instructions** in accordance with your responsibilities as referred to above, when we reasonably require them for the further conduct of your matter, **you hereby authorise us:** 

- To take, in your name and on your behalf, any reasonable steps required to progress, settle or otherwise resolve your matter on the best terms reasonably available;
- To expend a reasonable amount in trying to contact or trace you;
- To deduct from any sums recovered for you any costs and disbursements incurred on your behalf which we are unable reasonably to recover from any other party.

# **Equality and Diversity**

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. If you require any reasonable adjustments in relation to the way in which we handle your work or communicate with you, please let us know.



#### Communication Between You and Us

We will aim to communicate with you by such a method as you may request and we will provide you will regular updates as your case progresses.

We may, from time to time, use your details to send you information which we think might be of interest to you. To opt out of marketing communications, please email us at <a href="mailto:enquiries@complexlaw.co.uk">enquiries@complexlaw.co.uk</a>.

# **Costs and Funding**

#### Introduction

Pursuing any legal claim involves costs and risks which need to be considered and guarded against. These costs these fall into two areas:



**Those incurred on your side** for dealing with your matter. You are responsible for these unless they can be recovered from your opponent or covered in some other way as outlined below. They include:

- Solicitor charges for work conducted.
- Expenses such as experts' fees and Court fees.
- Barrister charges if they are used to help with your case or represent you.



**Those incurred by your opponent**. You may be ordered to pay some or all of these fees in various circumstances and therefore need to guard against that risk if possible. Those circumstances can include:

- Losing completely or in part.
- Losing an application made to the Court.
- Being penalised by the Court for something done or not done which the Court disapproved of.
- Being awarded the same or less than what your opponent had offered at an earlier stage of a matter.

It is of course open to you to conduct your claim yourself without legal assistance in which case legal fees will not be incurred by you. There may however still be a risk that you will be liable to pay your opponent's costs if you are unsuccessful.

For matters involving financial complaints being brought to the Financial Ombudsman Service, it is open to you to progress a complaint yourself free of charge. In instructing us you will benefit from our **experience** in dealing with such matters.



# **Funding Your Legal Fees**

We set out below the options that are generally available with regards to the payment of legal fees and protection against your opponent's legal fees. We will discuss our specific funding recommendations to you within our client care letter but we are happy to discuss any other options which may be available to you as set out below.

Please note that options 1-5 relate only to the payment/funding of your own legal fees incurred by your solicitor whereas options 6 and 7 may also cover some or all risks against disbursements and your opponent's costs.

1

#### **Private Payment**

You instruct us on our usual payment and hourly rate terms and pay us in full whether you win or lose. If you win you should normally be able to recover a good part of these costs from your losing opponent in addition to damages and would then only have to pay the remainder, which is known as the costs shortfall (see below).

If you lose you would be liable to pay all our costs and also those of your opponent unless they were covered by insurance arrangements (see below).

2

#### Legal Aid

It is rare for public funding to be available to someone in civil claims and it is not something that we are able to offer. If you are unsure whether or not your matter is eligible for public funding, you can contact the Civil Legal Advice service.

3

#### Third Party Funding

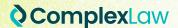
There are a number of companies who may provide you with Third Party Funding for a fee. If appropriate, we will discuss this option with you which may be used in conjunction with a Conditional Fee Agreement (CFA) (see below).

4

#### Conditional Fee ("No Win No Fee") Agreement

This is an agreement with us whereby you do not pay any of our charges if your case is unsuccessful providing you have complied with your obligations under the agreement. If we use a Barrister a similar agreement can be made for their charges.

That means we, and any Barrister, have a strong interest, along with you, in winning your case so we get paid. In exchange for taking that risk we/the Barrister take a "success fee" as an extra percentage on our normal charges. The percentage to be deducted will be set out in the CFA and your client care letter.



In the event that your claim is successful you will be responsible for payment of our fees but we will seek to recover the majority of these from your opponent.

There may be scenarios set out within the document where you are liable to meet the charges even if you do not win. An example of this would be where you stop instructing us, making it impossible for us to win your case or if we have incurred disbursements on your behalf which are not covered by an ATE Policy or Third Party Funding Agreement.

As already explained, in a successful case there may be a shortfall between your legal charges and those that can be recovered from the opponent. This is only available in certain circumstances and we will advise you in the client care letter if appropriate.

5

#### Damages Based Agreement ("DBA")

This is a concept whereby we would "risk share" with you by agreeing only to charge if your case succeeds and we would take a percentage of your damages, including any costs recoverable from your opponent.

The percentage to be deducted will be set out in the DBA and your client care letter. We are only able to offer this option in certain circumstances and we will discuss this with you if suitable.

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#### Pre-Existing 'Before the Event' Legal Expenses Insurance ("BTE")

There are legal expense insurance policies which provide cover for a possible future legal problem.

You may have cover as part of a home contents or car insurance policy or through your credit card. They may cover both your own costs and/or your opponent's costs but their terms vary and we should warn you that **they are frequently very limited** in what they cover and may include restrictions on your freedom of choice of solicitor.

Nevertheless, for most people they are the first realistic port of call for consideration if available. Therefore, before deciding which sort of funding is best for you, it is necessary to check whether you already have such BTE insurance. Many people may have it without realising it. You should therefore check whether you, your spouse or someone else in your household, have any of the sources of BTE cover and, where appropriate, let us have copies of the relevant documentation.



#### 7

#### After the Event Insurance ("ATE")

It is also possible to purchase After The Event insurance to cover most or only some of the costs which you may be liable for in some circumstances as outlined above. Such a policy will usually cover:

- The expenses such as experts' fees or Court fees which we incur on your behalf (not our own charges) and which we may require you to fund as the claim progresses.
- Your opponent's costs which you may be required to pay.

This insurance can usefully be **combined** with the arrangements made with you in respect of our fees and barrister's charges, so that you do not pay anything if you lose.

We **recommend** that you take out insurance for some or all of these risks both to **protect you from them and to strengthen your hand**. Any premium is normally only payable at the end of the matter.

We will discuss this with you from the outset and guide you on the most appropriate and economic arrangement in your case.

#### **Cost Shortfall**

The general rule in litigation is that a losing party is responsible for paying the legal fees of the winning party. That said, it is unlikely that the court will order your opponent to pay all of your costs, as there is usually a deduction of around 20-30%.

This costs shortfall arises because it is usually necessary to spend more time or expense doing a good job on your case than the more limited costs that a Court will order your opponent to pay.

If a shortfall exists (which is likely) or we are unable to recover any of our costs from your opponent, you will remain liable for this sum. It would be for us to decide at the end whether we were prepared to waive payment of any part of such shortfall.



# **Cost Benefit Analysis**

At the beginning of your matter and at regular intervals we will need to consider with you what you can hope to achieve, at what cost and what the likely net benefit may be to you. If we doubt that it makes **financial sense** for you to pursue the case, we will tell you.

#### **Use of Barristers and Other Third Parties**

We may recommend to you that some of the work on your case be handled by a **Barrister**. Unless the Barrister is working under a Conditional Fee Arrangement, we may need payment from you before work is done. If the Barrister is working on a Conditional Fee basis then they will be entitled to set an hourly rate for their work and charge a success fee for that work.

We may also need to have work done by other **third parties** on your case. These might include expert witnesses to prepare reports and costs draftsmen to prepare costs estimates and the detailed forms of bill required by the Court. Normally, we would advise you when we instruct such people but an urgent situation might prevent it.

We have to reserve the right to require that you retain the experts directly and assume responsibility for their fees or to require a payment from you on account of the fees of any third parties. In certain circumstances we may recommend to you that it is worth considering taking out an **insurance policy** in respect of these fees, other than the Barrister instructed on a Conditional Fee basis. If your case is not successful, those third parties will still need paying as they cannot work on a no win no fee basis.





# **Key Information**

#### **Terms and Conditions of Business**

These **Terms and Conditions** will apply throughout the time we act for you except where they are inconsistent with other specific and enforceable **terms** or **arrangements** entered into with you which will then, and to that extent only, **prevail** over these.

Unless otherwise agreed, these **Terms and Conditions of Business** shall apply to any future instructions given by you to this firm. Only the **parties** to this contract or their lawful **assignees** are entitled to enforce any of its provisions.

Your continuing **instructions** in this matter after these **Terms and Conditions** have been provided to you will amount to an **acceptance** of them.

# Complaints

We **value** our **clients** and are committed to providing a **high-quality** legal service, however, if at any point you become unhappy or concerned about the service provided then you should inform us immediately so that we can do our best to **resolve** the problem. This will help us improve our **standards**.

If you would like to make a **formal complaint**, our **Complaints Policy** (available on our website and on request) details who to contact should you be unhappy with our service. It also explains what will happen from the point of the complaint onwards. **Making a complaint** will not affect how we handle your **case**.

If you are still not satisfied you can ask the **Legal Ombudsman** to look into the matter. Before accepting a complaint for investigation, the Legal Ombudsman will check that you have tried to resolve your complaint with us first. They have **time limits** for making a complaint to them and these can be found at <a href="https://www.legalombudsman.org.uk/">www.legalombudsman.org.uk/</a>.

The **Solicitors Regulation Authority** can help you if you are concerned about our **behaviour**. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. You can raise your concerns with the Solicitors Regulation Authority. More details can be found at: <a href="https://www.sra.org.uk">www.sra.org.uk</a>

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# **Objecting to Our Costs**

You have the right to **object to our bill** or the level of our **costs** by raising the issue with us, or by making a complaint to the **Legal Ombudsman**. In addition you may have a right to apply to the **Court** for an **assessment** of our bill under Part III of the Solicitors Act 1974.

If the services we have provided relate to proceedings in a **Court** or **Tribunal**, you may additionally be entitled to have the amount of our **costs** checked or assessed under Rules of Court or regulations applying to the particular proceedings, or under the inherent jurisdiction of the Court or tribunal before which the proceedings have taken, or are taking, place.

Please note that if all or part of your **bill remains unpaid** whilst you dispute it, the firm may be entitled to **charge interest**.

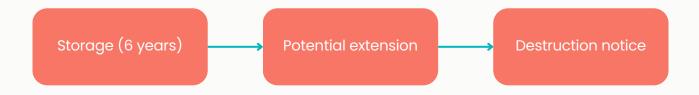
You should also be aware that, when your complaint relates to a **bill**, the Legal Ombudsman will not consider your complaint while your bill is being **assessed** by a court.

# Storage of Papers and Documents

After completing the work, we will keep your **file** of papers in **electronic format**, for a period of not less than **6 years**. After that, storage is on the clear understanding that we have **the right to destroy it** after such period as we consider reasonable or to make a **charge for storage** if we ask you to collect your papers and you **fail** to do so.

We will not of course destroy any documents such as **Wills, Deeds**, and other **securities**, which you ask us to hold in **safe custody**. No charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date which may be specified in that notice.

If we retrieve papers or documents from storage in relation to continuing or **new instructions** to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a **charge** based on time spent for **producing stored papers or documents** to you or another at your request. We may also charge for **reading, correspondence** or other work necessary to comply with your **instructions**.





#### Lien

We are entitled in certain circumstances to keep all your papers and documents while there is **money owing** to us for our **charges** and **expenses**. This is known as a **lien for costs** and may apply either after a completion of the work or if you instruct someone else in our place.

#### **Termination**

You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is **money owing** to us for our **charges** and **expenses**. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, **you must tell us this clearly in writing**.

If we decide to stop acting for you, for example if you do not pay an **interim bill**, comply with a request for **payment on account** or abide by your responsibilities as referred to above, we will tell you the reason and give you **notice in writing**.

# **Identity Checks**

Solicitors are required to obtain satisfactory evidence of the identity of their clients. To comply with the law, we need to obtain evidence of your identity as soon as possible. If you cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity.

As part of our due diligence, we may utilise online identity checkers to verify your ID. These checkers review various databases to make sure that your name and address match their records. This does not affect your credit score but we do need to you consent to us making this check. By signing the documents contained with these terms, you are giving us that permission.





#### Information and Documentation

We will have to ask you for **information** to help us run your case. **Time limits in litigation** mean that it is crucially important that you **do not delay** in supplying that information to us. In addition, it is vital that you tell us if you think that the information is not **complete** or is **inaccurate** in any way.

All **paperwork**, **records** and **notes**, however damaging to your own case or commercially sensitive to your business, must be kept safely by you or us and made available to the other side: the only exception involves the **legal advice** you receive from us. The rules of "**disclosure**" as they are called require you to satisfy the **Court** and sign a certificate that you have conducted a **reasonable** and **proportionate** search to locate all documents which could be **relevant**. There are **penalties** and **sanctions** for a failure to do so.

# **Confidentiality and Disclosure**

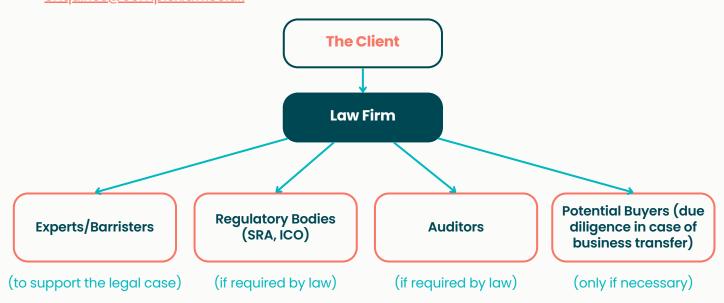
The Partners and staff of this firm must not reveal **confidential information** about you or your case to other people, however, during the course of our involvement it may be necessary to discuss your case with **experts, barristers, solicitors** etc.

We may also outsource certain aspects of work on your **case** to third parties to ensure that matters are progressed promptly. Your acceptance of these terms amounts to your **consent** to us to disclose information which we reasonably consider necessary to progress your **case**.

In addition, external firms or organisations may conduct **audit** or **quality checks** on our practice from time to time. They may wish to audit/quality check your **file and related papers** for this purpose. It is a specific requirement imposed by us that these external firms or organisations fully maintain **confidentiality** in relation to any files and papers which are **audited/quality checked** by them.

Your files may also be reviewed in a **due diligence** exercise relating to the **sale or transfer** of all or part of our business, the acquisition of another business by us or the acquisition of new business.

If you do not wish your file to be used in this way, please let us know at <a href="mailto:enquiries@complexlaw.co.uk">enquiries@complexlaw.co.uk</a>





# **Third Party Referrals**

If we recommend that you use a particular firm, agency or business, we shall do so in **good faith** and because we believe it to be in your best interests. If we recommend that you use a particular firm, agency or business that can only offer products from one source, we shall notify you in writing of this **limitation**. It may be that we make or receive payments as a result of a **third-party referral** or recommendation in which case we will seek to notify you accordingly. This information can also be provided to you upon request.

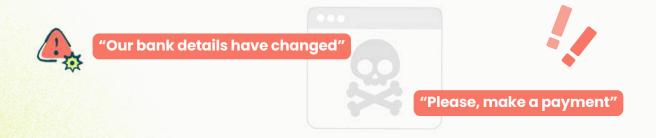
If we recommend that you use a particular firm, agency or business, we shall not be liable to you for any advice you may be given by that firm, agency or business and you are advised that if that firm, agency or business is not another firm of solicitors you will not be afforded the regulatory protection of the Solicitors Regulation Authority (SRA) or of the SRA's Standards and Regulations 2019 and SRA Indemnity Insurance Rules 2019, nor shall you be entitled to the benefit of the SRA Compensation Fund.

# Fraud and Cyber Crime

Fraudsters are targeting solicitors' firms by sending **bogus emails or letters informing people that the firm's bank details have changed** and asking for payment to be made to their bank account rather than that of the firm.

If you receive any communication by email, letter or phone that appears to come from us, providing different bank details to the ones supplied at the outset or indicating a change in our bank details, please **contact us immediately** via the normal telephone number that you would use for us.

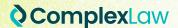
**DO NOT** reply to the email/letter or act on any information contained in it. Please note that we will not accept responsibility for any losses incurred by you for payments to fraudulent third parties.



# **Money Laundering**

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.



# **Limit on Liability**

Under the Solicitors Regulation Authority's Solicitors Indemnity Insurance Rules we maintain **professional indemnity insurance** at a cover of no less than the Solicitors Regulation Authority's minimum which is currently **£3 million** for each and every claim. The relevant details of this policy are as follows:

Insurer:

**Allianz Global Corporate & Speciality** 

Cover:

£3,000,000

Territorial Limit:

**Worldwide Jurisdiction: England & Wales** 

Any claim by you for professional negligence, breach of contract or similar indemnity claim shall only be **against the company** and not against any individual director, partner, shareholder or employee of the company.

Liability on any such claim is limited to and shall not extend beyond the extent of the above compulsory minimum cover, plus any operative top-up cover. If you wish we can obtain additional top-up cover, at your expense.

#### **Data Protection**

We take your privacy very seriously. We will only ever use your data in a way that we have told you about, that is fair, legal and necessary.

In order to be able to act on your behalf it is necessary for us to obtain and process your personal data. As discussed above, it is likely that we will have to share your information with other people. Each case is different and will need us to share the information with different organisations. We will only share your data with organisations that we need to in order to pursue your claim.

Please note that telephone calls may be recorded for training and monitoring purposes. All recordings are deleted after three years, irrespective of whether a case is ongoing or closed.

It is your right to know what data we hold on you. If you would like to know what data we hold on you or what your rights are in respect of this data, please email us at <a href="mailto:enquiries@complexlaw.co.uk">enquiries@complexlaw.co.uk</a> to request a Subject Access Request form. While it isn't necessary for you to use this form it will speed up your request as it will make sure that we have all of the information that we need.

Further details of how we process data can be found at <a href="https://www.complexlaw.co.uk/privacy-cookies">https://www.complexlaw.co.uk/privacy-cookies</a>

We are registered with the ICO under registration number Z1906240. If you have any queries or concerns about how your data is being held, please contact us by email to enquiries@complexlaw.co.uk or by phone on 0333 188 9996. If matters are not resolved to your satisfaction you can contact the SRA (details on how to do this can be found at: www.sra.org.uk) or the ICO (details on how to do this can be found at: www.ico.org.uk).



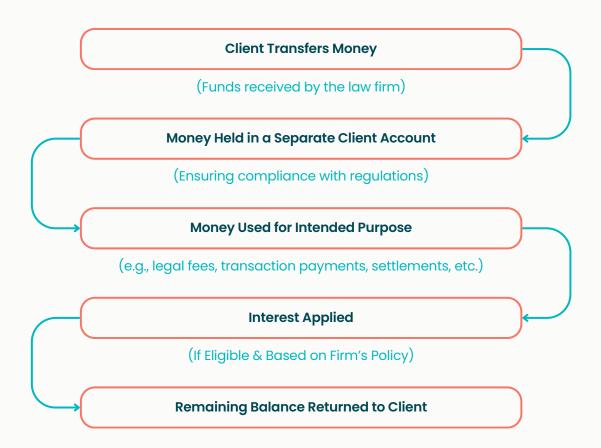
# Money We Hold On Your Behalf and Interest Payments

Any monies received on your behalf as a part of carrying out your instructions to us will be held in our **Client Account**. We aim to account to you for interest at a reasonable rate of interest, however, as the holding of your funds is incidental to the carrying out of your legal instructions, the rate is unlikely to be as high as the rate you may be able to obtain when depositing money we hold on your behalf yourself. In most cases we must ensure that money held in Client Account is immediately available and so the need for instant access is taken into account when setting the rate of interest payable by us.

We align our **interest rates** on monies held in general Client Account. This rate is likely to change from time to time. Where your money is held in our general Client Account, any interest paid to you is paid without deduction for income tax, unless you are resident overseas. As such it is your responsibility to inform HMRC of interest received from us and the implications of this will depend on your own financial circumstances.

The period for which interest will be paid will normally run from the date(s) on which the **funds are deposited** until the date(s) of payments made from our Client Account. Interest will not be paid if the total amount calculated for the period that cleared funds are held is **less than £25**.

Any client monies of yours which we hold in this way are classified as belonging to you, not us, for most third-party purposes, including for example tax and state benefit responsibilities. In the event of **bank failure** or any other **external** occurrences beyond our control we shall not be liable to you for any client monies lost as a result.





#### **Financial Services**

Although we are not authorised by the Financial Conduct Authority, 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.

Any insurance policy arranged by us on your behalf, shall, in our opinion, be adequate to meet your needs, but you are hereby informed that we do not recommend any policy over and above any other and that it is your responsibility to check that you are satisfied with the excess levels, exclusions, limitations and other policy terms. We do not conduct a fair analysis of the insurance market prior to arranging insurance policies.

You can request details of the insurance undertakings with which we conduct business at any time.

# **Bankruptcy**

People who are, or have previously been, subject to Bankruptcy Orders may require permission of the Official Receiver/ Trustee in Bankruptcy to issue and pursue a claim for compensation. Failure to obtain that consent may result in the claim being dismissed and an Order for costs being made against you. It is therefore essential that if you are, or ever have been, subject to a Bankruptcy Order you must advise us of that fact and provide us with the relevant details on request.

# Fraud / Fundamental Dishonesty

In order to comply with our professional obligations, we are required to provide you with information regarding the consequences of advancing a position which is found to be fraudulent or fundamentally dishonest in any way.

Please note that if you are found to have been dishonest about any part of your claim or a related claim, then the following consequences may apply:

- The whole of your matter may be dismissed.
- If you have already received an interim payment on account of compensation, then that may have to be repaid.
- If you have already received an interim payment on account of compensation, then that may have to be repaid.



- 4 You may be required to pay our costs and disbursements.
- 5 Any insurance policy that you have taken out may be invalidated.
- You may be found in contempt of Court, which may include a fine or prison sentence.

As you will appreciate, the **penalties** for any form of dishonesty are severe and it is therefore essential that you approve all documents which we send to you to ensure that there are no errors, inconsistencies or inaccuracies in those. You will be presumed to have **read and approved** the contents of all documents that you have signed.

We are of course not suggesting that your instructions are in any way fraudulent or dishonest, but it is important that the consequences are set out clearly so we can comply with our **professional obligations**. We would be happy to discuss this issue with you in further detail to alleviate any concerns you might have.

# Effect of Damages Settlement on State Benefits

Receiving an award of damages for Financial Losses can affect your current and/or future entitlement to State Benefits and Local Authority support. You must remember that if you are in receipt of any benefits it is your duty to tell the relevant benefits authority if your circumstances change – and that must include telling them about any award monies you receive.





# Do you have any questions? We're here to answer them!

### **Contact Details**



enquiries@complexlaw.co.uk



0333 188 9996