

# TERMS OF BUSINESS

THRINGS

SOLICITORS

## Introduction

These terms of business govern the legal advice and services which we will provide to you. The Engagement Letter and any Scoping and Pricing document together with these terms of business form our agreement. In the event of any differences between these Terms of Business and the terms set out in the Engagement Letter, the Engagement Letter will take precedence. Our Terms of Business are subject to change from time to time and are also available on our website [www.thrings.com](http://www.thrings.com).

Where we say you or your in these terms we refer to the client identified in the Engagement Letter and anyone authorised to give instructions on that client's behalf. Where we say we, us or our, we mean Thrings LLP. The contract is between you and Thrings LLP and not with an individual member, partner, employee or agent of Thrings LLP.

## Changes to these terms of business

We may revise these terms of business from time to time, for example if there are changes in relevant laws and regulatory requirements.

## Your team

The Engagement Letter explains who will be working with you on your matter; if we need to make changes to your core team we will let you know. It may sometimes be appropriate to use the specialist skills of other people in the firm.

## Scope of work

The scope of the work we have agreed to carry out for you is set out in your Engagement Letter. The advice that we give you is based upon the information that you give us, is for you only in connection with the specific matter on which we are instructed, can only be relied on by you and reflects the law as it is at the time of our advice. We do not accept responsibility for notifying you of any changes in the law or legal decisions (including in relation to tax planning) which occur after we have advised you.

## Consumers may have a right to cancel

If you are a consumer and began instructing us from outside our offices when we met at your home or remotely, by phone OR video call, you have a legal right to cancel our agreement with you and, you will receive a refund of any sums you have paid us in advance. Your right to cancel expires 14 days after our agreement is made. If you request us to start work during that period, you will have to pay us for any work we do up until you cancel. Work that we start at your request during the cancellation period cannot be cancelled once completed, even if the cancellation period is still running.

## Costs, invoicing & payments

You are liable to pay the legal costs as set out in the Engagement Letter, which also states the arrangements for billing. We consider all costs incurred are usual in nature as between solicitor and client. However, in contentious matters there may be costs which are recoverable between solicitor and client, but not recoverable from a third party. Such costs remain payable by you. These include items such as supervision, AML, client care, billing and expenses such as courier fees.

If you have jointly instructed us, both you and the other party, will be jointly and severally liable for payment of the invoice amount or as otherwise agreed in writing with us.

In relation to transactions/matters that do not proceed, we will charge for the work done and expenses incurred.

Hourly charge-out rates: Where we use hourly charge-out rates, time spent is recorded in units of six minutes and fractional units are rounded up. We review our rates annually and reserve the right to increase the rates set out in the Engagement Letter. We will contact you if our rates increase.

To ensure you receive the best advice and client service, we will charge for supervision of your matters including but not limited to: (1) review of a junior employee's work; and (2) strategic reviews between fee earners whether the same level or more junior/senior.

Any travel that we undertake on your behalf will either be charged at the relevant hourly charge-out rate or at a percentage of that hourly rate. We will make an administrative charge for bank transfers, e.g. Telegraphic Transfers (TTs) or Bankers Automated Clearing Services (BACS) payments, of usually £25 plus VAT which will include a relevant check, if applicable, of the recipient's details. This charge is an expense not a disbursement.

VAT: Unless zero rating or an exemption applies, we will add VAT to our charges and certain expenses we incur on your behalf at the rate which applies when the work is done. Our VAT number is 762271043.

Invoicing & payments on account: To help you budget, we will send you regular interim invoices usually on a monthly basis. You agree that we may send our invoices to you by email.

We are entitled to use any funds paid to us on account of costs to pay an invoice. Where we are dealing with an estate and we hold funds which are not required to meet estate liabilities we may take payment from the estate for our invoices.

We may require you to make payments on account as the matter proceeds or to pay an outstanding invoice before we proceed further with your matter.

Payment is due to us as soon as you receive our invoice: If you do not pay all or part of an invoice within 14 days we are entitled to charge you interest at 8% per annum on the amount outstanding from the date the invoice was issued until payment. We may also decide to stop working for you (see Ending our Arrangement below) and we may begin legal proceedings against you. If we do issue legal proceedings against you, you agree that they may be served on you at any correspondence address in England and Wales or via any email address which you have provided to us during the course of our engagement. If we issue proceedings, you agree that you will indemnify us in relation to all further costs and expenses incurred by us in pursuing you for any unpaid costs and expenses.

If you have any query about an invoice you should contact us straight away. If you wish to complain about an invoice please contact our Quality & Risk Team. See Complaints below.

**Payment method:** Payments made to us may be made by cheque, bank Telegraphic Transfer (TT), Bankers Automated Clearing Service (BACS) or Credit Card. We do not accept payments in cash. We will make any payments due to you by cheque, TT or BACS. We will not pay a third party.

**Third party payers:** As our client, you will remain liable for paying our invoice even if we have agreed that a third party will pay or where someone else is ordered to pay our costs.

**Payments In:** If we receive money in relation to your matter from an unexpected source, there may be a delay in your matter and we may charge you for any additional checks we decide are necessary.

**Funding options:** There may be other ways for you to fund your matter as set out below.

**Existing insurance:** Please let us know immediately if you believe you have any existing insurance cover that might be relevant to your costs and your potential liability. Insurance policies will sometimes provide cover for the payment of legal costs associated with the risks covered by those policies and other legal expenses. You should, therefore, consider the details of each policy of insurance (including building and contents, business liability, directors & officers, professional indemnity and product liability insurance cover) you currently have in place to check the position. Those policies will often limit the way in which legal costs may be incurred. Usually, insurers will not be prepared to backdate a claim for legal costs, and accordingly they should be notified of any potential claim which you may have under a policy at the very earliest opportunity.

**After the event (ATE) insurance:** An option that may be available to you in the event of legal proceedings being required is to put in place new insurance against the risk of your being unable to recover your own legal costs or having to pay the costs of the other parties. There are a number of such policies on the market and we can consider them in more detail if you require. Each policy is different. Key features of the policies might include a non-refundable underwriting or assessment fee, and different insurers have different ways of calculating the premium.

Conditional Fee Agreement (CFA): This firm, like many others, will on occasions take on cases in accordance with a CFA. The CFA would involve this firm and you agreeing to share the risk of pursuing the case by coming to a financial arrangement on the fees payable based on the outcome of the legal proceedings. Such arrangements are inaccurately, but regularly called “no win, no fee” agreements.

As part of the shared risk, the CFA would include this firm’s entitlement to be paid its fees (based on the agreed hourly rates) plus a success fee (calculated as a percentage of those fees) if you win, and with no fees (or a reduced fee) being payable if you lose. In such circumstances, this firm would require you to fund the payment of expenses, including experts’ and Counsel’s fees, as the case proceeds.

The circumstances in which you win or lose the case would have to be properly defined in the CFA. A risk assessment of the case would be carried out by this firm to ascertain the success fee percentage.

You can protect yourself against having to pay those costs if you lose by taking out ATE insurance at the outset of the CFA.

If you win the case and costs are awarded against the losing party, you would be required to pay this firm’s costs plus the success fee. A proportion of the costs would be recoverable from the losing party. Success fee and ATE premiums are not typically recoverable from the losing party.

If, on the other hand, you lose the case, you will not be liable to pay any fees to this firm, or you may have to pay a reduced fee (depending on what has been agreed in the CFA) together with the expenses. You would normally be required to make a contribution towards the winning party’s costs.

Depending on the nature of your case, this firm may agree to take it on pursuant to a CFA, and in those circumstances we would provide you with more information about CFAs, ATE insurance and the steps which would have to be taken to enable this firm to carry out the risk assessment.

**Union and Trade Association funding:** If you are a member of a Union or Trade Association, they may offer you assistance with legal expenses and/or offer mediation, conciliation or other dispute resolution services.

**Legal Aid:** We do not have a Legal Aid contract and so we are not able to apply for Legal Aid on your behalf. If you want to apply for Legal Aid you will need to consult a firm which has a Legal Aid contract. Making an application for Legal Aid may be important in Crown Court cases. Please see below.

**Prosecutions:** If you are prosecuted in the Magistrates' Court and you are acquitted or otherwise successful then the court may order that your costs and expenses be paid out of Central Funds. If this happens then your costs will be assessed by the National Taxing Team before the assessed amount is paid from Central Funds at Legal Aid rates.

It is difficult to guide you on the level of Legal Aid rates. This is because firstly Legal Aid rates vary dependent upon the type of work being done (for example there are different Legal Aid rates paid for writing letters as opposed to for example representing you in court). Secondly Legal Aid rates vary from time to time. If you wish for us to provide you with up to date Legal Aid rates at any given time, then please let us know. As a general guide however Legal Aid rates are far lower than our rates. Despite this, you will remain liable to us for our full rates and expenses at all times.

If you are prosecuted in the Crown Court which is typically used for more serious offences - then the rules regarding recoverability of your costs are different.

If you are acquitted or otherwise successful in the Crown Court, then whether you will be entitled to recover costs from Central Funds will be dependent upon your income and whether you have applied for Legal Aid. If you do not apply for Legal Aid then you will not be entitled to recover your costs from Central Funds in Crown Court cases at all. Therefore in Crown Court cases you should apply for Legal Aid, even if you are likely to be ineligible, in order to preserve your right to recover some of your legal costs in the event that you are acquitted or otherwise successful. As we do not have a Legal Aid contract you will need to consult another firm in order to apply for Legal Aid.

If you are not an individual but you are a company or other legal person then you are not entitled to recover any costs from Central Funds unless your case is heard in the Supreme Court.

You should be aware that the Court has a wide discretion as to awards of costs. In the event that the case goes against you, you may have to pay the prosecution's costs as well as your own.

**Banking:** Our main client account is held with HSBC but we also deposit funds with other banks. You understand that in the event of any banking failure the bank concerned will be liable to you for any money we hold on your behalf and that we accept no liability for any loss you incur. In the event of a banking failure you may be able to claim compensation under the Financial Services Compensation Scheme (FSCS). Further details, including eligibility criteria, can be found at [www.fscs.org.uk](http://www.fscs.org.uk)

We will never unexpectedly change our bank account details. If the unlikely event we do need to change our bank details from those you have been previously informed about, we will let you know by way of letter or secure email attachment, and write to you both before and after any change.

Please inform us immediately if you receive any email or other communication purporting to be from the firm stating that we have changed our bank details or payment arrangements.

**Interest payments:** In accordance with the SRA Accounts Rules we will account for interest on money held in our client account when it is fair and reasonable to do so in all the circumstances. Interest will be calculated on cleared funds and paid where the amount equals or is greater than £50. The rate of interest payable is unlikely to be as high as rates obtainable had you invested the money yourself. A copy of our interest policy is available on request.

If you are obtaining finance from a lender for your transaction, we will ask the lender to arrange for funds to be forwarded by telegraphic transfer in advance of completion, in order to ensure that cleared funds are available. Your lender may charge interest from the date that the transfer is made.



## Conflicts

We are unable to accept instructions if there is a conflict of interest.

We are not aware of any conflict that would prevent us from acting for you on this matter. If we do become aware of a conflict problem we will let you know and may have to stop acting for you. If this happens you will still be liable to pay for our fees, expenses and VAT.

## Communication

In accordance with normal business practice you agree that our means of communication with each other and third parties can include email as well as letter and phone. We cannot guarantee the security or effectiveness of email communications and will not be liable for any loss arising from the delay, non-delivery or interception of emails or from our acting on false emails. There is a risk that email communications may contain a computer virus, although we will do our best to prevent this from happening through the use of anti-virus software.

## Liability

Our liability - who “we” are: Thrings is a limited liability partnership (LLP). Even though we may use the title “Partner” for some of our people, there is no partnership between the members or between the firm and the members. Our engagement is only between you and the firm, and not with any individual partner, member, employee or consultant of the firm.

Insurance: We maintain professional indemnity insurance in accordance with Solicitors Regulation Authority requirements. Details of our insurers and the territorial coverage of the policy are available for inspection at our offices.

Third party rights & liability to third parties: The Contracts (Rights of Third Parties) Act 1999 is excluded so that no third party shall be entitled to enforce any provisions of these terms of Business or the Engagement Letter.

Our advice is personal and confidential to you, as the client(s) named in the Engagement Letter. We accept no responsibility whatsoever to any third party whatsoever arising from the advice that we give to you. Any third party receiving details of our advice or any document containing such advice given to you does so at its own risk and must be informed of this clause.

**Other experts and our liability for their work:** We may advise you to seek advice and/or assistance from another professional or other third party such as accountants or surveyors or from foreign lawyers, counsel or translators. When we do engage a third party, we will act as your agent in engaging and instructing them on your behalf. We will not be liable for the quality of their advice or work or any of their acts or omissions.

**Liability Cap:** Subject to the paragraph below Liability for personal injury and death and other losses, the total aggregate liability of this firm and its members, employees and agents (whether arising in contract, negligence or otherwise) in any matter for any claim or series of claims arising from the same circumstances will be subject to a liability cap as set out in the Engagement Letter or, if no cap is set out in the Engagement Letter, will be limited to the amount of £3million.

**Liability & Contribution:** Notwithstanding the liability cap above, our liability to you shall also be limited to that proportion of the loss or damage (including interest and costs) suffered by you, which is ordered against us by a Court of competent jurisdiction after taking account of the contribution to the relevant loss and damage of any other person responsible and/or liable to you for such loss or damage. For the purpose of assessing such contribution of any other person, no account shall be taken of any limit imposed on the amount of liability of such person by any agreement made before the loss or damage occurred.

**Indirect, consequential and compliance loss:** Subject to the paragraph below Liability for personal injury and death and other losses, we will under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with any matter for:

- (a) any loss of profits, sales, business, or revenue;
- (b) loss or corruption of data, information or software;
- (c) loss of business opportunity;
- (d) loss of anticipated savings;
- (e) loss of goodwill; or
- (f) any indirect or consequential loss.

We shall not be liable for any loss arising from or connected with our compliance with any statutory obligation which we may have, or reasonably believe we may have, to report matters to the relevant authorities.

Your contract is solely with Thrings LLP, which has sole legal liability for the work done for you and for any act or omission in the course of that work. No representative, member, officer, employee, agent or consultant of Thrings LLP, will have any personal legal liability for any loss or claim

Liability for personal injury and death and other losses: The limitations and exclusions on liability in this section shall have no application to any liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation or for any other liability which cannot lawfully be excluded or limited.

## Financial Crime and Money Laundering

This is because solicitors who deal with money and property on behalf of clients can be used by criminals wishing to launder money.

Our obligations include the need to: -

- Obtain information about, and evidence of, your identity
- Obtain information about and identity evidence for businesses/directors and beneficial owners and people related to you and the work that we are doing for you
- Obtain satisfactory information and evidence about source of funds and source of wealth as related to any transaction and or the payment of bills
- monitor transactions and keep identity information up to date

If you or they do not provide us with the required information promptly, your matter may be delayed and if we cannot comply with our regulatory obligations we reserve the right to cease working for you. Where permitted, we will give reasonable notice. Any personal data we receive from you for the purpose of preventing money laundering or terrorist financing will only be used for that purpose unless you consent otherwise or we are permitted by law to use it in other ways.

You agree that we may make checks using online electronic verification systems or other databases as we may decide. You must not send us any funds until we have told you these checks have been completed.

In certain circumstances we may charge you for searches conducted by electronic verification systems and/or where the checks are likely to be significantly more involved than we would normally expect.

We may also ask you to confirm the source of any money you have sent us or will be sent to us. If you do not provide us with that information promptly, your matter may be delayed and we may refuse to act for you or stop acting for you, if you do not give us this information in full when asked for it.

If you are a company or limited liability partnership, we may have to report any discrepancies on Registers between information collected from Companies House and information gathered when complying with our anti-money laundering duties, to Companies House.

In certain circumstances we must report evidence or suspicions of money laundering and may not be able to tell you that a report has been made or the reasons for it. Please see Confidentiality, Data Protection and Disclosure below.

Subject to the section on liability above, we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of the money laundering, terrorist financing and/or proliferation financing legislation.

## Documents, Files and Storage

While we are working for you, we will keep a paper and/or an electronic file. Once the work is complete, we will retain an electronic file and may also retain a paper file. If at the end of your matter, you require documents from your file please let us know.

We are entitled to keep possession of all documents or papers that belong to you if you owe us money. This is known as a “solicitor’s lien”.

We will retain our files in accordance with our Document Retention Policy, which may change from time to time. We reserve the right to destroy files without further notice to you at the end of that retention period, which is currently seven years after the conclusion of the matter for most files.

We are able to keep important documents such as Deeds and Wills in safe custody on your behalf for longer periods if you would like us to. We are unable to retain personal possessions on your behalf and if for any reason do end up in possession of any personal possessions will not be held liable for any loss whilst in our possession. If we are asked to store possessions, we will engage with external storage providers to store the possessions and will charge any costs to you.

If we retrieve your file from storage in relation to continuing or new instructions to act for you, we will not normally charge for the retrieval.

If you retrieve your file from storage for any other reason, we may charge you for:

- time spent retrieving the file and producing it to you
- reading, correspondence, or other work necessary to comply with your instructions in relation to the retrieved file; and/or
- providing additional copies of any documents.

We will provide you with an electronic copy of the file unless it is inappropriate to do so. Our current minimum charge is £75 + VAT.

## Confidentiality, Data Protection & Disclosure

under the UK General Data Protection Regulation (GDPR) and we are responsible as ‘controller’ of that personal information for the purposes of those laws.

We use your personal data primarily to provide legal services to you, but also for related purposes as described in our Privacy Policy. A link to this policy can be found here (or on our website if not reviewing electronically) although please confirm if you would like a paper copy sent to you by e-mail or post.

The use of your personal data is subject to your instructions, the Data Protection Act 2018 (the Act), the UK GDPR (as defined in the Act), other applicable legislation and our professional duty of confidentiality.

We take your privacy very seriously. Please read our Privacy Policy carefully as it contains important information on:

- What personal data we collect and how that data is collected
- How, why and on what grounds we use your personal data
- Who we share your personal data with
- Where your personal data is held and how long it will be kept
- Whether your personal data may be transferred out of the European Economic Area and, if so, the measures taken to protect that data
- Your rights in relation to the personal data we hold or use
- The steps we take to secure your personal data
- How to make a complaint in relation to our use of your personal data
- How to contact us with any queries or concerns in relation to your personal data

## Marketing Communications

We may use your personal data to send you updates (by e-mail or post) about legal developments that might be of interest to you and/or information about our services.

You have the right to opt out of receiving marketing communications at any time, by:

- Contacting us by email to unsubscribe or update your preferences to [marketing@things.com](mailto:marketing@things.com)
- Using the 'unsubscribe' link in emails

## Copyright

We own the copyright in all documents created by us for you. You may use those documents for the particular purpose for which they were created if you have paid all costs and expenses due to us. If you wish to use them for any other purpose, you should obtain our permission to do so first.

## Ending our Arrangement

You may terminate your instructions in writing, at any time. In some circumstances, we may want to stop acting for you. We would only do so with good reason, for example where you have not paid our invoice, where we feel that the relationship has broken down, where you have not given us prompt and full, instructions, if you act in an abusive or offensive manner or you have not provided money on account of our costs. We will also give reasonable notice where we consider that we might stop acting for you. Where you or we terminate our engagement, you will remain liable to pay all costs and expenses incurred by us up to and including the date of termination.

We are not responsible for reminding you about important dates and/or deadlines after our retainer with you has been terminated for whatever reason.

## Complaints

A copy of our written Complaints Procedure is available on request. If you wish to complain about the service you have received or our invoice you may contact Fiona Govier in our Quality & Risk Team. Fiona can be contacted on 01225 340056 or by email at [fgovier@things.com](mailto:fgovier@things.com).

If you remain dissatisfied once your complaint has been investigated by us, or because we have not dealt with your complaint within eight weeks, you may be entitled to refer your complaint to the Legal Ombudsman. The Legal Ombudsman can be contacted by post at PO Box 6167, Slough, SL1 0EH, by email at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) or by phone on 0300 555 0333. The website is available here: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk).

The Legal Ombudsman deals with service complaints from members of the public and very small businesses, charities, clubs and trusts.

The Legal Ombudsman expects complaints to be made to them within a year of the date of the act or omission about which you are concerned or within a year of you realising there was a concern. You must also refer your concerns to the Legal Ombudsman within six months of the firm's final response to you.

You may also have the right to apply to the court for an assessment of an invoice under Part III of the Solicitors Act 1974.

The Legal Ombudsman may not deal with a complaint about an invoice if the client has applied to the court for the invoice to be assessed.

The Solicitors Regulation Authority (SRA) can help 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. The SRA's website here contains information on raising concerns about solicitors and law firms.



## Governing Law

Our relationship with you will be governed by English law and will be subject to the exclusive jurisdiction of the English courts. However, we may bring legal proceedings to recover our fees or other sums payable to us in any other jurisdiction.

## Regulatory information

Things is the trading style of Things LLP, a limited liability partnership registered under No.OC342744 in England and Wales, authorised and regulated by the Solicitors Regulation Authority (SRA). SRA Number 510691. The SRA Handbook is available at [www.sra.org.uk](http://www.sra.org.uk)

The word “Partner” is used by us to refer to a member of the LLP or an employee or consultant of Things LLP with equivalent standing and qualifications. A list of members together with a list of those non members who are referred to as Partners is available for inspection at our registered office, 6 Drakes Meadow, Penny Lane, Swindon SN3 3LL.

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 Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at <https://register.fca.org.uk/s/>