



## Ai Law Group Limited Terms of Business

**We aim to offer all our clients a business-like and efficient service and understand that you will want to know the basis on which we will act for you. This document sets out the terms on which we will conduct your business. If you have any queries regarding its contents, please contact the partner responsible for your work.**

### **1. General and Regulation**

- 1.1.** These Terms of Business together with any letter which we may send you confirming your appointment of us and outlining your matter ('Engagement Letter'), and if applicable any funding agreement document, are herein referred to as the 'Terms' and the Terms constitute the contract between you and Ai law Group Limited ('We', 'Us', 'Our', the 'Firm'). In the case of any inconsistent or incompatible provisions, the Engagement Letter and any funding agreement documentation take precedence.
- 1.2.** The expressions 'you' or 'your' refer to you, our client.
- 1.3.** These Terms are subject to change from time to time.
- 1.4.** Ai law Group Limited is authorised and regulated by the Solicitors' Regulation Authority ('SRA'). The SRA is the independent regulatory body of the Law Society of England and Wales, and operates within the regulatory framework of the Legal Services Act 2007 (and any subsequent amendments).

### **2. Provision of Advice**

- 2.1.** Our advice on any matter is confidential and is provided for your benefit alone and solely for the purpose of the matter set out by us in the Engagement Letter. It may not be relied upon for any other purpose or by any other person. Our duty of care is to you as our client and does not extend to any third party.
- 2.2.** We are not responsible for advising (or not advising) on matters outside the scope of the Engagement Letter, or for advising on

changes in the law after we have delivered our advice.

- 2.3.** You are responsible for providing us in a timely manner with all instructions, information and documents that we require in order to advise you on your matter and to ensure that such information is, and remains, true and accurate in all material respects and is not misleading. Unless we agree otherwise, we will not check the accuracy or completeness of such information. We are not responsible for any delay in acting where you have not provided such information and documents as requested by us.
- 2.4.** If now, or at any time in the future, any matter upon which we act for you is the subject of contested proceedings, whether in the courts or other tribunals, you may be required to disclose documents relevant to the matter. Under the principle of legal professional privilege, solicitor/client communications may enjoy special protection from later disclosure in litigation or in other circumstances. Legal professional privilege can be lost if documents are circulated more widely than is necessary and our advice is that you, and anyone else involved in matters with us or where you may need our advice, should treat all information and communications relating to those matters as confidential and avoid circulating those communications more widely than is necessary. If you are in any doubt about this please ask us for advice.
- 2.5.** You are responsible for ensuring that you have all necessary rights to supply us with the information you provide and that our use of that information will not infringe the

rights of any third party or result in a breach of any law, rule or regulation.

### **3. Confidentiality**

**3.1.** Unless otherwise authorised by you, we will keep confidential any information which we acquire about you, unless it is information which is already in the public domain or which is already lawfully in our possession at the time it is communicated by you to us or we are required to disclose any such information:

**3.1.1.** To our auditors, external assessors or other advisors or for the purposes of our professional indemnity insurance; or

**3.1.2.** By law or other regulatory authority to which we are subject;

**3.1.3.** To any third party under the terms of an arrangement, authorised by you, regarding the funding of our charges and disbursements.

**3.1.4.** To any third party to assist in the recovery of costs from your opponent.

**3.2.** If you or we engage other professional advisers to assist with a matter we will assume, unless you notify us otherwise, that we may disclose information to such other advisers as necessary to enable us to complete your instructions.

**3.3.** We may from time to time outsource some of our services, but only when it is cost effective to do so e.g. word processing/typing/admin/translation. We will assume, unless you notify us otherwise, that we may disclose information to such outsourcing agents as necessary.

**3.4.** Where our professional rules allow, you agree that after we cease to act for you, we may act or continue to act for another client in circumstances where we hold information which is confidential to you and material to the engagement with that other client. We will not, however, disclose

your confidential information to that other client.

**3.5.** We shall have no duty to disclose to you information that we may learn or have learnt while acting on behalf of another client.

### **4. Anti-Money Laundering**

**4.1.** In some areas of our work, in order to comply with the Money Laundering Regulations 2007 and the Proceeds of Crime Act 2002 (and any subsequent amendments) we are required to satisfy ourselves that we are not unwittingly involved in money laundering. The legislation is intended to provide a comprehensive system of client identification procedures, record keeping and mandatory reporting and provide a framework for our procedures.

**4.2.** To both satisfy our regulatory obligations and conduct our identification requirements, we will conduct an electronic verification of your identity. This process may include searching various data sets, including credit databases. We may additionally request you to provide evidence of your identity and address.

**4.3.** When acting for a company or other organisation we will require evidence that the person providing instructions has the necessary authority to do so. It is important that you forward any requested evidence promptly, as we will not be able to act for you if we cannot comply with these obligations. We will retain copies of any identity documentation for at least five years.

**4.4.** From time to time we may require you to provide evidence of the identity of other connected parties so that we may comply with our statutory obligations. We will only disclose information given to us by you if you agree to us doing so or we are compelled to disclose it by Court order or other legal requirement such as the provisions of The Proceeds of Crime Act 2002 or other statute relating to money laundering or tax.

**4.5.** In certain circumstances we may be required by statute to make a disclosure to the National Crime Agency (NCA) where

we know or suspect that a transaction may involve a crime such as money laundering, drug trafficking or terrorist financing. If we make a disclosure in relation to your matter we may not be able to tell you that such a disclosure has been made. We may even have to stop work on your matter for a period of time and may not be able to tell you why.

## **5. Client Money**

- 5.1.** Money held by us for you, whether on account or otherwise, will be held in a separate client bank account and administered according to the SRA Accounts Rules. In order to comply with our money laundering obligations, where a transaction does not complete we will repay monies held by us, for you, to you alone and not to any third party on your behalf.
- 5.2.** It is a condition of these Terms that we are entitled to ask you to let us have money on account of costs to be incurred in the following weeks or months for both our fees and other disbursements. This does not apply if you accept our offer to work for you on the basis of a Conditional Fee Agreement, subject to anything further which is set out in your Engagement Letter.
- 5.3.** As required by the SRA Accounts Rules, money held by us will be taken in payment or part payment of our bills within 7 days of the date of the bill, unless that money is held for any other purpose.
- 5.4.** We do not accept any payment in cash. If you deposit cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.
- 5.5.** Where we receive money from you by credit card, we may make an additional charge of up to 2.5% of the amount received.
- 5.6.** Where we make payment of money to you we do not accept any responsibility or liability for any losses arising in respect of any interception, appropriation, misuse or delay in receipt. Money received in respect of compensation, will only be paid

to you. We are not permitted to make a payment to another person on your behalf.

- 5.7.** You may be asked to disclose the details of the source of any funds paid to us and failure to do so may lead to us being unable to continue to act for you or a delay in us completing the work.
- 5.8.** In the event of a banking failure, it is unlikely that the firm would be held liable for any losses of client account money. If you are a corporate body client that is considered a small company by the Financial Services Compensation Scheme (FSCS) or an individual, then you will be eligible for compensation under the FSCS. We currently hold our client account funds in HSBC Bank UK Plc. The FSCS limit will apply to each individual client. This means that if you hold other personal monies yourself in the same bank as our client account, the FSCS limit remains the same in total, therefore it may be advisable to check with your own bank, as some banks now trade under different trading names.
- 5.9.** Interest will be at the rate calculated by HSBC and all monies held in our account are operated in strict accordance with the SRA Account Rules. Unless separately agreed interest will not be payable on client funds and will be paid only when it is fair and reasonable as agreed.

## **6. Professional Charges, Expenses and Disbursements**

- 6.1.** Save for where we have agreed a fixed fee, our basic charges are based on the time spent dealing with a matter. Time is recorded and charged on the basis of 6 minute units. Other factors may also be taken into account in accordance with Solicitors' Regulation Authority (SRA) requirements, for example, complexity, value, importance to the client and urgency. We may increase our rates if, for example, the matter becomes more complex than expected. Where appropriate and cost effective to do so, work may be carried out by a suitable qualified fee earner, subject to supervision, who is not a solicitor.

- 6.2.** Our hourly rates are set out in your Engagement Letter and vary according to the level of seniority and expertise of each fee earner. VAT will be added where applicable. Our rates are reviewed from time to time and if they alter you will be notified of any increases.
- 6.3.** Where we have provided an estimate of our likely charges and expenses we will keep that estimate updated and will inform you if any unforeseen additional work becomes necessary and before any additional expenses are incurred (for example, due to unexpected difficulties or if your requirements or the circumstances significantly change). However, we cannot provide a guarantee that the final cost will not be greater than the estimate.
- 6.4.** If you receive provisional damages, we are entitled to retain monies in payment of our basic charges, our expenses or disbursements, the success fee and the ATE Insurance Premium.
- 6.5.** Disbursements are charges paid to external providers on your behalf. These items are charged at cost to you with VAT added where applicable.
- 6.6.** By instructing us, you are authorising us to incur such charges and disbursements as we consider reasonable and necessary. We do not propose to seek your authority before incurring each disbursement. In some circumstances we may ask you to pay our charges and expenses before we commence work.
- 6.7.** Throughout the course of your matter it may be necessary for us to undertake to make certain payments or perform certain tasks on your behalf. For instance, we may be required to promise to pay search fees and/or transactional disbursements. By accepting our Terms you are confirming that you will be liable for any and all undertakings or promises made by us on your behalf and that you will make payment in respect of any outstanding balances immediately upon request in this respect.
- 6.8.** Routine photocopying, telephone and facsimile charges may, at our discretion, be charged for and we reserve the right to charge an administration and/or

photocopying fee in the event that you or any person on your behalf requests the documents in our possession relating to your matter. We also reserve the right to charge for special bank transaction costs. VAT will be added where applicable.

## **7. Invoicing and Payment**

- 7.1.** We may issue interim bills during the course of your matter and a final bill will be sent to you at the conclusion of your matter. If payment is not made we reserve the right to suspend acting for you until full payment is received or decline to act for you further. If we cease acting for you we will render a final bill for any work carried out to that point.
- 7.2.** Fees, disbursements and VAT are due on the delivery of our invoice without any deduction by way of set-off, counterclaim or otherwise.
- 7.3.** Bills may be rendered periodically during the progress of a matter, including transactional matters, and are payable on delivery. Unless you indicate otherwise, we shall assume that you are willing to receive bills by electronic means. Our bills will be final self-contained bills containing all of our charges for work done during the period described unless they are expressly stated to be on account of such work. Should you object to our bill, you are entitled to apply to the court for an assessment under Part III of the Solicitors Act 1974.
- 7.4.** In the event that a balance due from you remains outstanding for more than 7 days following the date of the invoice, we reserve the right to charge interest on the outstanding balance from the date of the invoice to the date of final and complete payment including any surcharges and accrued interest, at the rate specified in The Late Payment of Commercial Debts (Interest) Act 1998. We shall charge an administration fee of £200 plus VAT to cover the initial basic costs of recovery. Any further legal costs incurred for recovery of an outstanding balance will be charged at our Hourly Charging Rate.
- 7.5.** We may require payment of sums on account of anticipated fees or

disbursements. We will offset any payments on account against your final bill, but your total charges and expenses may be greater than any advanced payments. We may use any final or interim damages recovered on your behalf as payment in full or in part of any disbursements we have paid. We reserve the right to charge interest on any disbursements we pay on your behalf.

**7.6.** We reserve the right to stop work for you if we have not received a requested payment on account on any matter being conducted for you. We will not be liable to you for any resultant loss or damage.

**7.7.** In accordance with your rights under the Solicitors' (Non-Contentious Business) Remuneration Order 2009 (and any subsequent amendments) and Sections 70, 71 and 72 of the Solicitors Act 1974 (and any subsequent amendments) you have the right to apply to the court to have your bill formally assessed by the court.

## **8. Liens, Retention and Transfer of Papers**

**8.1.** The Common Law entitles us to retain any money, papers or other property belonging to you which property comes into our possession pending payment of our fees, whether or not the property is acquired in connection with the matter for which the fees were incurred. This is known as a "general lien" or "solicitors lien". We are not entitled to sell property held under a lien but we are entitled to hold property other than money, even if the value of it greatly exceeds the amount due to us in respect of fees.

**8.2.** If we are conducting litigation for you, we have additional rights in any property recovered or preserved for you whether it is in our possession or not and in respect of all fees incurred, whether billed or not. We also have a right to ask the court to make a charging order in our favour for any assessed fees.

**8.3.** During the course of working for you we will handle and generate various documents, which fall into three classes:

**8.3.1.** A Documents which you lend to us to enable us to do your work.

**8.3.2.** B Documents we create or receive on your behalf, such as copies of letters to third parties, notes of telephone conversations and meetings with third parties, traveling draft and final documents, and instructions to and opinions of counsel.

**8.3.3.** C Documents which we create or receive for our benefit. These include copies of our letters to you, your letters to us, notes of telephone conversations and meetings with you, and our preliminary drafts, research materials and internal notes.

**8.4.** If you ask us to deliver your file to you or to transfer it to another solicitor or third party on your behalf, either during or after completion of the matter, in accordance with the Law Society's Guide to Professional Conduct we will let you have the documents in categories A and B above, which are your property. By instructing us you licence us to copy those documents before releasing them to you.

## **9. Complaints**

**9.1.** We are expected to observe the SRA Code of Conduct 2011 which can be found at [www.sra.org.uk](http://www.sra.org.uk). We endeavour to provide a high quality service in all respects. However, if you have any queries or concerns, including any queries on costs or bills, or are simply dissatisfied with any part of our service, please let us know. In the first instance please contact either the person dealing with your matter, who will immediately inform their supervisor, and/or their supervisor directly who will deal with any complaint in accordance with our complaints procedure.

**9.2.** We have eight weeks to consider your complaint. If for any reason we are unable to resolve a problem between us

regarding the delivery of legal services or your bill within this time you may have the right to complain to the Legal Ombudsman.

- 9.3.** In the unfortunate event that we have not been able to resolve your concerns, including billing issues, within an eight week period, you may contact the Legal Ombudsman:

By email at enquiries@legalombudsman.org.uk  
By phone on 0300 555 0333, or  
By post at: Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ

If your unresolved complaint relates to the insurance policy which is covering your matter, you should write to the Financial Ombudsman Service:

By email at complaint.info@financial-ombudsman.org.uk  
By phone on 0800 023 4567; or  
By post at: Financial Ombudsman, The Exchange Tower, London, E14 9SR.

- 9.4.** The Legal Ombudsman's objective is, in the first instance, to reconcile complaints and to assist clients and their solicitors to come to a mutual understanding. Referrals to the Legal Ombudsman should be made within six months of the complainant receiving a final response from their lawyer. These time limits also apply for referrals to the Financial Ombudsman. For further guidance about how to make a complaint, visit: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

## **10. Termination and Notice of the Right to Cancel**

- 10.1.** You may terminate our instructions in writing at any time by writing to the person dealing with your matter.
- 10.2.** We may decide to stop acting for you for professional reasons or if you fail to comply with these Terms, for example, if you do not pay a bill, if you provide us with misleading information, or if you act in an abusive or offensive manner. We will give

you reasonable notice where possible in any situation where we will be ceasing to act for you.

- 10.3.** If you, or we, decide that we will no longer act for you, we will charge you for the work we have done and, where appropriate, will charge fees and disbursements incurred in transferring the matter to another adviser if you so request. For the avoidance of doubt we will not release your papers or property to you or any third party until you have paid all outstanding charges.
- 10.4.** If you have not attended our offices in person and have instead been visited in your home or place of work by a solicitor or agent on our behalf, and have entered into an agreement for our services, then you may cancel that agreement within 14 days ("the Cancellation Period") from the date of first instructing us, without any charge being made by us. You must give us notice in writing, either by post or electronically. The notice of cancellation will be deemed as having been served on us as soon as it has been posted, or sent electronically.
- 10.5.** If you have instructed us using a form of 'distance communication' such as telephone or email then you may withdraw your instructions within 14 days from first instructing us without any charge being made by us. You must give us notice in writing, either by post or electronically. The notice of cancellation will be deemed as having been served on us as soon as it has been posted, or sent electronically. Please note that your right to cancel does not apply if we undertake work on your behalf, with your prior consent, within the 14 day period and in this instance we will render an invoice to you for work done which will become payable in accordance with these Terms.
- 10.6.** You may ask us to commence work before the Cancellation Period expires, however we must not provide a service before the end of this period unless you request us to. By instructing us in accordance with our Engagement Letter and these Terms and by returning to us any documents or information and giving

express instruction, you are agreeing for us to act within the Protocol referred to above and to avoid any delay in the transaction, we may start work on your behalf straightaway and do not have to wait for the cancellation period to expire.

### **11. Limitation of Liability**

**11.1.** All correspondence and other communications sent to you in the performance of our services shall for all purposes be assumed to have been sent on behalf of Ai law Group Limited. Any liability arising out of these Terms, or otherwise arising out of or related to the performance of our services, shall be a liability of Ai law Group Limited and not of an employee, member or consultant of Ai law Group Limited. Accordingly, you agree that by engaging us you will not bring any claim arising out of or in connection with our engagement personally against any individual employee, member or consultant of Ai law Group Limited. This restriction will not operate to limit or exclude the liability of Ai law Group Limited.

**11.2.** In order that our liability to you for any default is fair and proportionate, we limit our liability to you, howsoever caused including in negligence, to £1 million. Nothing in this limit of liability shall operate so as to exclude liability where such exclusion is prohibited by law.

### **12. Insurance**

**12.1.** We maintain professional indemnity insurance in accordance with the requirements of the Solicitors Regulation Authority. Details of the insurers and territorial coverage are available for inspection at our registered office.

### **13. Intellectual Property Rights**

**13.1.** We retain copyright and all other intellectual property rights in all documents and other works we develop or generate for you in providing our services (including knowhow and working materials as well as final documents). We grant you a non-exclusive, non-transferable, non-

sub licensable license to use such documents or other works solely for the purpose of your matter. If you do not pay us in full in accordance with your obligations we may, on giving you notice, revoke the license and only re-grant it to you once full payment has been made.

**13.2.** We may retain, for our subsequent use, a copy of the advice or opinion of any barrister or other third party obtained in the course of providing the services. If we retain a copy of any such advice or opinion we will take all reasonable steps to conceal information which might reasonably enable you to be identified.

### **14. Storage of Papers and Documents**

**14.1.** At the conclusion of a transaction, we will store documents and deeds on your behalf for a reasonable period of time. Such papers or files may be stored in an electronic form. We do not always store clients' deeds and documents on our own premises but sub-contract out our storage facilities to independent third parties.

**14.2.** Where appropriate, we may agree to store deeds, wills or other similar documents for you. A charge may be made for this service.

**14.3.** We also reserve our rights to destroy your files and papers after a reasonable period, without prior notice to you, unless we receive a written request from you during this period. At your request we will return any papers or property belonging to you which are not subject to a lien or otherwise being stored for safe keeping.

**14.4.** We reserve the right to make a charge for the retrieval or delivery of any stored files, papers or deeds or a charge based on the time we spend reading stored files, papers of deeds, writing letters or other work necessary to comply with your instructions.

### **15. Data Protection and Electronic Communication**

**15.1.** We are registered under the Data Protection Legislation. The personal information provided by you will be held by us for record keeping and general

administration in the context of our business. In most circumstances we are able to supply you, upon payment of a fee, with copies of the information we store about you and your business.

**15.2.** You have the right to access information we hold about you. In the first instance, please contact the person dealing with your case if you wish to make an access request, if you would like to update or amend the information we hold about you or if you have any other queries about our data protection policy.

**15.3.** We may conduct some or all of our communication and send documents, including bills, by email. However, email is not fully secure, may be intercepted by third parties, and may not always reach its intended recipient. Where necessary, you should follow up all important communications with a phone call, fax or printed copy by post.

**15.4.** We shall use reasonable endeavours to ensure that emails we send are free from viruses and any other materials that may cause harm to any computer system. You undertake to act likewise with any email you send to us. We may monitor emails to investigate unauthorised use of our email system, or for any other purpose permitted by law.

**15.5.** We may use the personal information that you provide us, or which we obtain through our dealings with you, for the provision of our services to you and for related purposes such as administration, billing and record keeping and to inform you of our services and events that we think may be of interest to you.

#### **16. Provision of Service Regulations 2009 and Professional Indemnity Insurance**

**16.1.** We comply with the above regulations by maintaining professional indemnity insurance in accordance with the requirements of the Solicitors Regulation Authority, with details of the insurers and territorial coverage available for inspection at our registered office.

#### **17. Tax Advice**

**17.1.** Unless you specifically instruct us to advise on tax planning, the advice we give will not include any consideration of, or advice concerning, the taxation implications or consequences of any course, or alternative course, of action and we will not be liable for any loss or disadvantage that may arise from the tax consequences of any matter.

#### **18. Rights of Third Parties**

**18.1.** Nothing in these Terms confers any rights on any person pursuant to the Contracts (Rights of Third Parties) Act 1999 (and any subsequent amendments) and we shall not be liable to any third party for any advice or service we provide to you unless otherwise agreed in writing by a member. We may vary these Terms without the consent of any third party.

#### **19. Severability and Good Faith**

**19.1.** If any part of these Terms is held to be illegal, invalid or otherwise unenforceable then that provision shall, to the extent necessary, be severed and shall be ineffective but the remaining terms will continue in force and effect.

#### **20. Non-Waiver**

**20.1.** Any failure by us to insist upon strict performance of any of the Terms, or any failure or delay to exercise our rights or remedies whether under the Terms and/or at law or otherwise, shall not be deemed a waiver of any of our rights to insist upon the strict performance of these Terms or of any of our rights or remedies as to any default under the Terms.

#### **21. Law and Jurisdiction**

**21.1.** The terms of our appointment (including these Terms) are governed by and construed in accordance with English law. You and we agree to submit to the exclusive jurisdiction of the English courts.

#### **22. Agreement**

**22.1.** Unless otherwise agreed, the matters set out in these Terms and accompanying

Engagement Letter apply to any future instructions you give us.

**22.2.** Your continuing instructions in this matter will amount to your acceptance of these Terms.