

AVA Solicitors Ltd

Terms and Condition of Business

OUR TERMS OF BUSINESS

1. ABOUT US

AVA Solicitors Ltd, trading as AVA Solicitors, is a limited company registered in England and Wales under company number 11787841.

2. OUR CLIENT

Our client is the person or business to whom these Terms of Business are addressed. The work we do and the advice we give are solely for the use and benefit of our client and must be kept confidential. They may only be relied upon by our client for the purpose of the matter to which they relate. Our advice may not be disclosed to a third party without our written consent unless there is a legal duty to do so. Our advice may not be relied upon by a third party without our written consent.

3. EXTENT OF RETAINER

The work set out in our initial scope of work email/letter outlines the full extent of our retainer unless varied by us in writing. Any additional work will either be the subject of a specific written variation to the original agreement or will be the subject of a new, separate agreement.

4. BUSINESS HOURS

We are normally open between 9:00 am and 5:00 pm from Monday to Friday, but the director/principal solicitor is available on her mobile phone outside of these hours in emergencies. We are closed on all bank holidays.

5. OUR RESPONSIBILITIES

We will:

- treat you fairly and with respect;
- communicate with you in plain language;
- review your matter regularly;
- advise you of any changes in the law that affect your matter;
- advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter; and
- tell you if the cost of our work for you is likely to outweigh the benefit to your business.

6. YOUR RESPONSIBILITIES

You will:

- provide us with clear, timely, and accurate instructions;
- provide all documentation and information that we reasonably request in a timely manner;
- safeguard any documents that may be required for your matter, including documents that

you may have to disclose to another party; and

- provide us with details and evidence of your business structure and ownership if requested.

7. THIRD-PARTY PROFESSIONALS

If we engage any other professionals on your behalf (such as barristers, accountants, or experts), whether in the UK or abroad, we do so as your agent. When we engage such professionals, we shall do so with care, but we shall not be held responsible for any act or omission of those professionals unless otherwise agreed in writing. You or your third-party funder will be responsible for their fees.

8. SERVICE LEVELS AND FREQUENCY OF COMMUNICATION

Upon receiving emails and phone calls, either the support team or a legal adviser will do their best to respond within 48 hours of initial contact, whether by email or telephone. We ask clients to understand that we manage many clients simultaneously, all of whom require assistance. When providing advice, we balance priorities to ensure that we can support critical inquiries.

We will update you by telephone or in writing on the progress of your matter regularly and as appropriate to further your matter.

We will also update you on the likely timescales for each stage of your matter and any important changes to those estimates. Whenever there is a material change in circumstances relating to your matter, we will inform you whether the likely outcomes still justify the likely costs and risks.

With regard to funding options, we will do what we can to ensure that you are informed of alternative funding methods. Where available, we will assist you in putting these arrangements in place. Where appropriate, we will update you on the cost of your matter at the intervals set out in our letter confirming your instructions. Some funding options are provided by third parties or are outcome-based; for these options, the frequency of updates may be less relevant.

9. LIMIT OF LIABILITY

We have professional indemnity insurance that provides cover for claims against us. Details of this insurance, including the insurer's contact details and territorial coverage, can be inspected at our office or made available on request.

Our maximum aggregate liability to you in this matter will be £3 million, including interest and costs.

We will not be liable for:

- losses that were not foreseeable to you and us when this contract was formed;
- losses not caused by any breach on our part; and
- business losses, including losses sustained by any individual not acting for the purposes of their trade, business, craft, or profession.

AVA Solicitors Ltd is a limited company. This means that our members and directors are not personally liable for any acts or omissions of the company unless the law requires otherwise. This does not limit or exclude the liability of the company for the acts or omissions of its members and directors.

We can only limit our liability to the extent permitted by law. In particular, we cannot limit liability for death or personal injury caused by negligence.

Please ask if you would like us to explain any of the terms above.

10. RETENTION AND RETRIEVAL OF FILES & DOCUMENTS

After completing the work, we will be entitled to keep all documents belonging to you while there is still money owed to us for fees and expenses. Thereafter, we will return any property belonging to you. We are a paper-light office, meaning that we may not retain physical files. In accordance with our Privacy Policy, your matter file will be stored electronically while your matter is ongoing and for six years after its conclusion. We will advise you in our closing letter whether we retain a physical or electronic copy of your file.

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

If you request retrieval of your file, whether physical or electronic, for another reason, we may charge for:

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

We will provide you with an electronic copy of the file unless it is inappropriate to do so.

After six years, personal data will be deleted unless there is a lawful basis for retention under one of the six grounds set out in our Privacy Policy.

11. TERMINATING YOUR INSTRUCTIONS

You may end your instructions at any time by giving us notice in writing. We may retain your papers and documents while any charges or disbursements remain outstanding. Once all sums are paid, we will continue to retain a copy of your file for six years in accordance with our Privacy Policy.

We may only cease acting for you for good reason and will give you reasonable notice.

If you or we decide to terminate instructions, you are liable to pay our charges incurred up to that point, calculated in accordance with our letter confirming your instructions.

12. DATA PROTECTION

We take our privacy responsibilities very seriously.

As a reminder, the firm's Privacy Policies are available on our website (www.avasolicitors.co.uk) or can be sent to you by email or post at any time. If you require a copy, please contact Nosrat Farahy by telephone on 0121 274 2156 or by email at nosrat@avasolicitors.co.uk.

13. EMAIL

We may correspond with you by email to improve speed and efficiency unless you advise us in writing that you do not wish us to do so. You acknowledge that email may not be secure and may carry risks such as viruses or interception. While we take reasonable cybersecurity precautions, risks cannot be eliminated entirely.

Spam filters may occasionally block legitimate emails. We recommend confirming important communications by telephone or post.

You may consider encrypting emails containing sensitive data.

Email correspondence will be treated as written correspondence. We are entitled to assume that the sender is authorised and that any approval or authority expressed is valid. You consent to us monitoring and reading email correspondence between you and any director or member of staff at AVA Solicitors Ltd.

14. COPYRIGHT

Copyright in any document created by us will be and shall remain vested in us and will not be transferred to you. We assert the right to be identified as the author of, and to object to the misuse of, any such document.

15. RECEIVING AND PAYING FUNDS

We maintain a client account and therefore hold money on behalf of clients. Upon receiving instructions, we may request payment of fees on account. We will always send you an invoice before requesting payment of our fees or any disbursements.

When you receive an invoice, you have the following payment options:

- payment by telephone using your debit or credit card;
- payment via the firm's website;
- payment by bank transfer;
- payment by cheque;
- payment by cash, subject to a maximum limit of £1,000.

16. VAT

Unless expressly stated otherwise, all fees, charges, and costs referred to in our Client Care Letter, invoices, and these Terms of Business are subject to VAT. VAT will be charged in addition at the prevailing rate (currently 20%).

17. COMPLAINTS

We are committed to providing high-quality legal advice and client care. If you are unhappy with any aspect of the service you receive or with our bill, please contact us by telephone on 0121 274 2156, by email at nosrat@avasolicitors.co.uk, or by post at AVA Solicitors Ltd, 44 Lozells Road, Birmingham, B19 2TH. We have a written complaints procedure, which is available on request. The person responsible for dealing with complaints within our firm is Nosrat Farahy.

You have the right to complain to the Legal Ombudsman if you are not satisfied with our response. Please note that the time limit for complaining to the Legal Ombudsman is six months from the date of our final written response.

The Legal Ombudsman can be contacted as follows:

Telephone: 0300 555 0333 (International: +44 121 245 3050)

Email: enquiries@legalombudsman.org.uk

Website: www.legalombudsman.org.uk

You may use their complaint form or write to them at PO Box 6167, Slough, SL1 0EH.

18. OUR BILL

You are liable to pay our legal costs as set out in our letter confirming your instructions. We will also usually discuss costs with you at our initial meeting.

Bills should be paid within 14 days of the date of the invoice. If you experience difficulty making payment within this timescale, please contact us, as we may be able to show flexibility in appropriate circumstances. Please note that if an interim invoice remains unpaid 30 days after the due date, we may cease acting for you unless alternative payment terms have been agreed.

Where payment is overdue, we may charge interest and a late payment penalty in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended).

As stated above, you have the right to challenge or complain about our bill. Please refer to the “Complaints” section above for details of how to do so.

You also have the right to challenge our bill by applying to the court for an assessment under Part III of the Solicitors Act 1974. The usual time limit for making such an application is one month from the date of delivery of the bill. If the application is made after one month but before 12 months from delivery, the court’s permission is required.

Unless there are special circumstances, the court will not usually order a bill to be assessed after:

- 12 months from delivery of the bill;
- a judgment has been obtained for the recovery of the costs covered by the bill; or
- the bill has been paid, even if this occurs within 12 months.