

# **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 is solely for the use and benefit of our client and must be kept confidential. It may only be relied upon by our client for the purpose of the matter to which it relates. 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 am and 5 pm from Monday to Friday, but the director/principal solicitor is available on her mobile phones 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; and
- advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter
- 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, and
- safeguard any documents that may be required for your matter, including documents that you may have to disclose to another party
- 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**

On receiving emails and phone calls, either the support team or a legal adviser will do our best to respond within 48 hours of initial contact, whether by email or telephone. We do ask clients to understand that we are continually managing many clients, all of whom are in need. When providing advice, we try to balance priorities to ensure that we can support critical inquiries.

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

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

With regard to funding options, we will always do what we can to ensure you are informed of alternative funding methods. Where they are available, we will help you put these alternative funding methods 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 of the funding options provided by us are either provided by third parties or alternatively outcome-based. For these options, the frequency of updates is less important or relevant.

## **9. LIMIT OF LIABILITY**

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

Our maximum aggregate liability to you in this matter will be £3million, 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 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 by the company, unless the law requires otherwise. This does not limit or exclude liability of the company for the acts or omissions of its members and directors.

We can only limit our liability to the extent the law allows. 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 which means we may not keep physical files. In accordance with our Privacy Policy, your matter file will be stored in electronic format while your matter is ongoing and for six years after the conclusion of your matter. We will advise you in our closing letter, when your matter is concluded, whether we keep physical copy or electronic copy of your file.

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

If you ask us to retrieve your file, either physical or electronic copy, from storage for another 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
- providing physical copies of any 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 need to keep it which is covered by one of the six grounds justifying data processing set out in our Privacy Policy – a copy of which has already been sent to you and can be found on our website.

## **11. TERMINATING YOUR INSTRUCTIONS**

You may end your instructions at any time by giving us notice in writing. We can keep all your papers and documents while our charges or disbursements are outstanding. Once all charges and disbursements have been paid, we will, however, continue to retain a copy of your file for 6 years in accordance with our Privacy Policy.

We can only decide to stop acting for you with good reason, and we must give you reasonable notice of our decision to cease acting for you.

If you or we decide that we should stop acting for you, you are liable to pay our charges up until that point. These are calculated on the basis set out in 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](http://www.avasolicitors.co.uk)) or can be sent to you by email or post at any time before, during or after instruction. If you require a copy of the relevant Privacy Policy, please contact Nosrat Farahy by telephone on 01212742156 or by email at [nosrat@avasolicitors.co.uk](mailto:nosrat@avasolicitors.co.uk).

## **13. EMAIL**

We may correspond with you by email to improve the speed and efficiency of communication unless you advise us in writing that you do not wish us to do so. You acknowledge that email may not be secure and that it is possible that emails carry a risk of transmission of computer viruses and other damaging items. Whilst we do everything we can to encourage cybersecurity, it is impossible to eliminate risk.

Please note that we may use "spam" filters and that these can occasionally block legitimate emails. We recommend that you confirm important email communications to us by either a telephone call, fax, or post in case your email has been blocked.

You could consider sending emails containing sensitive data in an encrypted format.

Email will be treated as written correspondence, and we are entitled to assume that the purported sender of an email is the actual sender and that any express or implied approval or authority referred to in an email has been validly given. You consent to us monitoring and reading any email correspondence traveling 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 will 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 do have a client account and therefore hold money on behalf of clients. When receiving instructions, we, therefore, do request fees on the account. We will always send you an invoice before requesting payment of our fees or any disbursements.

When you receive an invoice, you have a number of 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 with a limit of £1000

## **16. COMPLAINTS**

We are committed to providing high-quality legal advice and client care. If you are unhappy about any aspect of the service you receive or about the bill, please contact us on 01212742156 or [info@avasolicitors.co.uk](mailto:info@avasolicitors.co.uk), or by post to AVA Solicitors Ltd at 44 Lozells Road, Birmingham, B19 2TH. We have a written procedure that sets out how we handle complaints. It is available on request. The person responsible for dealing with complaints in our company is Nosrat Farahy.

You do have the right to complain to the legal ombudsman if you are not happy with our response. Please note the time limit to complaint to the legal ombudsman is six months from the final written response you receive from us. Legal ombudsman can be contacted by Telephone: 0300 555 0333 (International: +44 121 245 3050) Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk). Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk). you can use their complaint form or write to them at PO Box 6167 Slough SL1 0EH.

## **17. OUR BILL**

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

Bills should be paid within 14 days of the date of the invoice. If you are in difficulty making payment within this timescale, please just speak to us as we can, in certain circumstances, show flexibility. Please keep in mind, if an interim invoice remains unpaid 30 days after the payment due date, we may cease acting for you unless varied payment terms are agreed.

Where payment is overdue, we will charge interest together with a penalty for late payment 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 see the 'Complaints' section above for details of how to complain about our bill.

You have the right to challenge our bill by applying to the court to assess the bill 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 of the bill, the court's permission is required for the bill to be assessed.

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

- the bill has been paid, even if this is within 12 months

We can keep all your papers and documents while there is still money owed to us for fees and expenses.

## **17. REFERRAL AND FEE SHARING ARRANGEMENTS**

Referral arrangements allow us to reach clients further afield and show our appreciation for referrals. We will tell you if you have been referred to us by a business with which we have a referral arrangement. After the conclusion of any matter undertaken on your behalf, we will let you know the exact sum which has been paid to that business because of the referral arrangement.

## **18. EQUALITY AND DIVERSITY**

We are committed to promoting equality and diversity in all our dealings with clients, third parties, and employees. Please contact us if you would like a copy of our equality and diversity policy.

## **19. BRIBERY**

We have a robust anti-bribery policy in accordance with the Bribery Act 2010 and will not become involved in bribery on behalf of clients. Furthermore, we will refuse to act, or cease to act, for any client or potential client known or suspected to be involved in bribery.

## **20. REGULATED SERVICES**

AVA Solicitors Ltd trading as AVA Solicitors is a Limited Company registered in England and Wales under company number 11787841. Registered office: 44 Lozells Road, Birmingham, B19 2TH. Authorised and Regulated by the [Solicitors Regulation Authority](#) under SRA ID number 656481.

This means that we are governed by a Code of Conduct and other professional rules, which you can access on the SRA's website ([www.sra.org.uk](http://www.sra.org.uk)) or by calling 0370 606 2555.

## **21. APPLICABLE LAW**

Any dispute or legal issue arising from our Terms of Business will be determined by the law of England and Wales and considered exclusively by the English and Welsh courts.

## **22. FUTURE INSTRUCTIONS**

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