



## General Terms of Business

Thank you for choosing LMD Law. We appreciate your business and look forward to building a strong and productive relationship with you.

These terms set out the general terms on which we provide services to you. When you instruct us to advise on a new matter we will normally send you a letter of engagement confirming your instructions. The terms of that letter (if any) and these general terms & conditions will together form the contract between us for that matter ('Terms of Business').

### 1. Scope of this Agreement

- 1.1. This agreement sets out the terms and conditions on which we will provide or procure legal advice and services for you. Please read the agreement carefully before you use our Services. You signify that you agree to accept all the terms of this Agreement once you use or access the Services. If you do not accept this Agreement you should let us know in writing straightaway and you may not use the Services.
- 1.2. Legal advice and services are provided by LMD Limited, a limited company registered in England under Company No. 08223995 whose registered office is at 33 Queens Crescent, Hebburn, NE31 2TF. 'LMD Law' is a trading name of LMD Limited.
- 1.3. LMD Limited is regulated by the Bar Standards Board ('BSB') No. ER130388 and operates in accordance with the BSB Handbook. The BSB Handbook sets out the standards and requirements that we are expected to achieve and observe for the benefit of our clients. The Handbook includes the Code of Conduct which contains required outcomes designed to benefit users of legal services and the public at large.

### 2. Parties to this Agreement and Definitions

- 2.1. This agreement is between:
  - 1) LMD Limited ('LMD Law', 'We' or 'Us')
  - 2) 'You', the person or organisation that has subscribed for or requested the Services.
- 2.2. No other party may rely on this agreement or the advice provided by us without a specific contract with us.
- 2.3. The following words used in this agreement have specific meanings:
  - 1) 'Services' means the legal advice and legal services that we supply or procure on your behalf as 'Fixed Fee Packages' or on an 'Hourly Rate Matter'.
  - 2) 'Fixed Fee Packages' means one or more of the services which we provide for a fixed fee.
  - 3) 'Hourly Rate Matter' means a specific assignment which you ask us to perform which does not fall within the scope of a Fixed Fee Package but which is performed and billed by reference to an hourly rate.

### 3. Our appointment

- 3.1. When you appoint us to act for you in relation to a particular piece of legal work:
  - 1) you will be authorising us to take all measures we believe appropriate to protect your interests unless you instruct us specifically to the contrary; and
  - 2) you will be authorising us to incur reasonable expenses on your behalf.
- 3.2. Your requests to us for work to be done are called 'Instructions'.
- 3.3. Our advice is provided to you and may not, without our prior written consent, be disclosed to any other party. You will not refer to us or

our advice in any public document or communication without our prior written consent.

#### 4. People responsible for your work

- 4.1. Lee Dowling will have overall supervision of the work carried out for you. He is a qualified solicitor (SRA No 489601) and he is subject to the requirements of the Solicitors Regulation Authority's Code of Conduct. He will be assisted by other staff as necessary.
- 4.2. When telephoning to speak to us please use the main telephone number 0800 689 3037. Occasionally, you may be passed through to voicemail. Please be assured that messages are checked regularly and your call will be returned as soon as possible.
- 4.3. Our normal office hours are from 8:30AM to 5:30PM on normal business days in England. If urgent contact is required outside these times, feel free to contact Lee's direct mobile 07791 843 829.
- 4.4. We may allocate work to other qualified or appropriate persons to perform under our direction or control and in such cases we will remain responsible for their performance. We will try our utmost to avoid changing the people who handle your work, but if this were unavoidable, for example due to sickness or holiday, we will inform you promptly who will be handling the matter and why the change was necessary.

#### 5. Service standards

- 5.1. In delivering the Services to you, we will use our reasonable endeavours to ensure that advice, information and documents are prepared and supplied with reasonable care and skill. We will provide the Services by any dates specifically agreed with you and in any event within a reasonable time having regard to the nature of the instructions.
- 5.2. In order to provide you with the best service, we need you to provide us with information, documents and instructions in a clear, accurate and timely manner. We will need you to be clear and open in stating your objectives and any relevant timescales or other circumstances which may impact on the work that we carry out for you. We ask

that if you are not happy with any aspect of our service you tell us straightaway so that we can put it right.

- 5.3. We cannot accept liability for the Services if you fail to follow the advice provided or if you fail to provide us with all the facts relevant to the issue on which you seek our advice or fail to provide adequate instructions, information or documents in good time to meet any relevant deadlines.
- 5.4. Where newsletters, briefings or blog posts are provided to you as part of the Services, this is provided for general guidance only and is not intended to be legal advice on a specific issue.

#### 6. Use of Email

- 6.1. You acknowledge that we may send you documents and correspondence by e-mail unless you specifically request us not to.
- 6.2. In all cases of transmission in electronic format, provided the last known number or address is used, we will not be responsible for inadvertent disclosure of information caused by unauthorised access into computer systems or interception of data. We cannot be held responsible for the accidental transmission of computer viruses – you are advised to take the normal precautions in scanning files received from external sources.

#### 7. Communication Between You & Us

- 7.1. We will update you regularly by telephone or email on the progress of matters we are handling for you. We will review your account regularly and update you on the likely timescales for each stage of any project and any important changes in those estimates.
- 7.2. We will explain to you by telephone or by email any further legal work required as your matter progresses. We will communicate with you in plain language.
- 7.3. We will also communicate with you in writing, and this will usually be in email or letter format. If you have an email address then we may communicate with you via email.

- 7.4. It is imperative that you regularly check your post and, if applicable, your email account, as we may have sent important information to you.
- 7.5. You must advise us immediately if your contact details change. Failure to do so may affect the progression of your case if we are unable to contact you. Please also advise us within a reasonable time beforehand if you plan to spend time away from the UK.
- 7.6. If you telephone us and are unable to speak to the person dealing with your case, we will endeavour to return your call by close of business that day. However, I may not be able to do so where I am otherwise engaged such as at Court or in appointments.
- 7.7. I aim to address issues raised by any incoming correspondence within 3 working days of receipt.
- 7.8. We will also keep you regularly updated as to the progress in your case, and send you copies of important correspondence or documents received by us.
- 7.9. Where applicable we make use of a secure client portal and it is important that you check this regularly or when prompted to do so in order to keep updated with your matter.

## 8. Hourly Rates Charges

- 8.1. Hourly rates set for the period 01 February 2016 to 31 January 2017:
  - 1) Lee Dowling (Grade B fee earner) £175 per hour
  - 2) Grade C fee earners £125 per hour
  - 3) Grade D fee earners and other staff £100 per hour
- 8.2. Note that our hourly rates are reviewed as from 01 February annually and the fees for Fixed Fee Packages will be reviewed on or prior to each renewal date.

## 9. Fixed Fee Packages

- 9.1. In most cases we will provide you with an agreed fixed fee price estimate for your matter (which may be subject to a set of assumptions for factors outside our control).
- 9.2. Unless otherwise agreed in writing, the fees for Fixed Fee Packages will be payable in full in advance of work commencing on your matter.

## 10. Payment of Fees

- 10.1. In all cases our fees are exclusive of VAT, expenses and disbursements (see below).
- 10.2. If a purchase order is a pre-requisite to payment of our fees, please supply us with a purchase order prior to us commencing our work. After work has commenced, the absence of a purchase order number issued by you will not be a valid reason to delay payment to us.
- 10.3. Except where a Fixed Fee Package applies, our invoices are payable within 14 days of the date of invoice. If the invoice is not paid within this time we reserve the right to charge interest on the amount due from that date to the date of payment at 5% above the base rate of Barclays Bank plc from time to time in force.

## 11. Expenses and Disbursements

- 11.1. Our fee estimates do not include any expenses or payments to third parties which we may have to incur during your matter on your behalf. These are known as "disbursements". Examples of disbursements are travel expenses, phone call charges, fax and photocopying charges, experts' (including costs draftsmen) fees, Counsels' fees, stamp duty and search fees. These will generally be billed at the same time as we invoice you for our fees, but may sometimes be billed at another time.
- 11.2. In some cases of litigation or disputes you may have to pay the legal costs of a third party. If this is the case, we will discuss this with you. Our fees for the Services do not include third party legal costs.

11.3. If we have to incur additional expenses for staff, other than lawyers, working overtime on evenings or weekends in order to provide an effective service to you, we may include these expenses as a separate item on our invoice to you

## 12. Outsourced Activities

Sometimes we may ask other companies or people to do typing, printing, copying, IT support or other work on our files or data to ensure this is done promptly and cost-effectively. We will always seek a confidentiality agreement with these outsourced providers.

## 13. Value Added Tax

13.1. All quotations or estimates of fees that we give are subject to the addition of Value Added Tax where applicable. Most expenses that we pay on your behalf will also be subject to the addition of Value Added Tax. LMD Limited is not currently registered for VAT.

13.2. If our services are subject to Value Added Tax, you hereby indemnify us in full on demand for any interest, penalties or legal costs incurred as a result of any information you provide to us in relation to your Value Added Tax status not being correct.

## 14. Billing & Payments

14.1. Our invoices are payable no later than 14 days from the invoice date unless we have agreed with you otherwise in writing. We may change these payment terms at any time by giving at least 30 days notice in writing. If an account is not paid in full within that period we may charge you interest on any amount outstanding from the date of the invoice until the date the bill is paid at 8% p/a, or such percentage equivalent to the statutory rate of interest prescribed for judgments from time to time in place. In the alternative and where appropriate, we reserve the right to claim interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

14.2. If you are unhappy with any bill which we send you please contact your lawyer in the first instance who will try to resolve your query.

14.3. If an account remains unpaid and we decide to commence legal proceedings against you in order to recover the sums you owe us then we will be entitled to recover from you the legal costs that we incur in connection with those proceedings at our standard hourly rates, together with all disbursements (including fees of Counsel and any overseas lawyers engaged by us in our attempts to recover payment from you).

14.4. Where an account is overdue we are entitled to exercise a lien over files and documents belonging to you until our account is settled. We also reserve the right to cease continuing work for you.

14.5. If instructions for a piece of work are given by more than one person or company, we may recover our fees, disbursements and Value Added Tax from any one or more of them. This includes situations where one person or company instructs on behalf of another.

14.6. If arrangements are made for a third party to pay any of our fees or disbursements, or a court orders a third party to pay any part of our fees or disbursements, you remain liable to pay them to the extent that the third party does not pay them when due.

14.7. If we act for you on a contentious matter you will be responsible to us for all the legal fees and expenses that you incur although you may be able to recover some of them from your opponent. In some cases, particularly where your opponent is legally aided and in cases before the Employment Tribunal, your opponent is unlikely to be ordered to pay any or all of your fees and expenses, even if you are wholly successful in your action. Even where a Court orders your opponent to pay your costs and expenses you may encounter an insolvent opponent who cannot pay. In these circumstances you are still liable to pay us for all the legal fees and expenses that you incur. You will also be responsible for paying the charges and expenses of seeking to recover any charges and expenses that the Court orders your opponent to pay. If the Court does order your opponent to pay some or all of your charges and expenses, in that case, interest can be claimed from your opponent from the date of the Court Order.

14.8. You agree to be liable for our charges and expenses, on the basis agreed between us in the letter of engagement and these terms

(and subject to any changes notified to you), notwithstanding that this amount may exceed the amount of costs which you would be permitted to recover from any other party. If you are unsuccessful the Court may order you to pay all or a significant proportion of your opponent's fees and expenses (together with interest). You may also have to make payments in respect of your opponent's fees and expenses at various stages in the course of the action. If you withdraw from a case you will usually be ordered to pay your opponent's fees and expenses.

## 15. Handling of Client Funds

Please note in accordance with the BSB Handbook, we are not permitted to receive, handle or control client money. However, we may occasionally make use of third party payment services approved by the Bar Standards Board for fees paid to our agents, disbursements or settlement moneys. Please note that these services may not be covered by the Financial Services Compensation Scheme.

## 16. Intellectual Property

All copyright and other intellectual property rights of whatever nature attaching to our work product, including all documents, reports, written advice, audio or video belong to us and remain our property. You have a licence to use this material for the particular purpose for which it is prepared. If you wish to use it for other purposes, you must first obtain our written permission. The moral rights in the work product are asserted by us.

## 17. Legal Aid

We are not able to carry out legally aided work.

## 18. Document storage

18.1. After completing the Services we are entitled to keep all your papers and documents while money is owing to us. We will keep our file of papers (except for any of your papers which you ask to be returned to you) for no more than 6 years and on the understanding that we have your authority to destroy the file 6 years after completing the

Services. We may send the files to you for your storage after a period has elapsed since completion.

18.2. This policy does not apply to the storage of title documents, title deeds and other valuable documents and we will not destroy any documents which you specifically ask us to keep in safe custody. Charges may apply for papers you ask us to keep in safe custody – please ask us for details.

18.3. If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will normally charge you for the cost to us of that retrieval. We may charge you both for time spent recalling stored papers that are requested and reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

## 19. Confidentiality and Disclosure

19.1. We have a professional duty to keep the affairs of our clients and former clients confidential except where disclosure is required or permitted by law or by the clients or former clients concerned.

19.2. We are also required to disclose to you all information of which we are aware or may become aware which is material to your case or project. However, we may not disclose this information if we already owe a duty of confidence to another client in relation to that information. If this happens, we will bring the matter to your attention and you will be able to decide whether you wish us to continue to act.

19.3. This obligation of confidentiality does not apply if the information is already in the public domain without any breach of confidentiality, if you give us permission to disclose the information, or if we are required or permitted to disclose it by any regulatory or fiscal authority.

19.4. Please note that documents filed at Court such as the Particulars of Claim, Defence and Reply, together with orders made in open court are available to the public. This does not apply to any documents attached to statements of case or to such orders.

19.5. Should we receive requests, either directly from you, or from your accountants and or auditors, for confirmation as to whether we are instructed on your behalf, our response shall always be addressed directly to you for onward transmission. Such requests may require us to confirm whether any matters are of a litigious nature, whether any deeds or documents are retained by us on your behalf and also whether there are any outstanding bills owed by you to us or any work in progress at any given point in time.

19.6. We reserve the right to charge on a time basis for work undertaken in responding to such requests.

19.7. In certain circumstances, such as in order to comply with Money Laundering Regulations and the law relating to terrorist financing from time to time in force, we may be required to provide information relating to a client or former client to regulators, including the National Crime Agency. We may also be prevented from informing such clients or former clients that a disclosure has been made or of the reasons for it because the law prevents "tipping off".

19.8. You also agree that we may, when required by our insurers or other advisers, provide details to them of a matter or matters on which we have acted for you.

19.9. From time to time, we may mention in our marketing literature that we have been involved with a particular project or case without the bounds of client confidentiality; we propose to assume that you have no objection to this, unless you notify us in writing.

## 20. Conflicts and Confidentiality

20.1. Conflicts between your interests and those of another client may arise. If there is a conflict of interest, we might have to stop acting for you.

20.2. All fees and disbursements and any applicable VAT up to the date of termination will be charged and become due.

20.3. You agree that we will not be under any obligation to disclose to you, or use on your behalf, any documents or other information

in respect of which we owe a duty of confidentiality to another client, former client or third party.

## 21. Data Protection Act 1998

21.1. As a controller of personal data we are under an obligation to comply with data protection law set out in the Data Protection Act 1998 and any other regulations made under that Act. By giving us your personal information you consent to us processing and storing your information so that we may provide you with legal services and generally administer and take care of our relationship with you. We may disclose your information to our third party service providers or agents for these purposes.

21.2. In addition we may contact you from time to time to let you know about our services which may include sending you newsletters and news on training events or changes in the law which may affect you. Please remember that you can elect not to receive such marketing material at any time by writing to us or to the lawyer responsible for your work. We can send you our full data protection policy on request.

## 22. Professional Indemnity Insurance

We hold professional indemnity insurance with Bar Mutual Indemnity Fund in respect of all our activities in the UK. Further details can be provided on request.

## 23. Limitation of Liability

23.1. IMPORTANT: In accordance with our usual practice, the aggregate liability of LMD Limited, its directors, employees and consultants or any of them for any Loss shall not exceed £1 million. "Loss" here means the aggregate of all losses or damages (including interest thereon if any) and any costs suffered or incurred, directly or indirectly by you under or in connection with this agreement or the Services. This includes loss arising from a breach of contract, breach of statutory duty, tort (including negligence) or other act or omission by us, but excludes any such losses damages or costs arising from

fraud or dishonesty or in respect of liabilities which cannot be lawfully limited or excluded.

23.2. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.

23.3. You agree not to bring any claim against any director, employee or consultant of LMD Law in their personal capacity.

23.4. You agree that the limitations set out above are reasonable in the context of the services delivered and the competitive fees charged. Please ask if you would like us to explain any of the terms above.

## 24. Complaints

24.1. We value you as an individual and as a client, and would not wish to think that you have reason to be unhappy with our work. We are committed to high quality legal advice and client care and are confident in providing a high quality service in all respects and hope that you will never have occasion to be dissatisfied with the service provided by LMD Law. If this does happen to be the case for any reason, however, then please do raise any issues openly and frankly and it is important to do so as soon as possible.

24.2. If you are unhappy about any aspect of the service you have received or about our charges, then please contact the person handling your matter in the first instance. It is important that you raise any issues that you may have immediately or as soon as possible so that they can be resolved to your satisfaction.

24.3. If however, you would prefer to make your complaint in writing then please either use the contact form on this website to submit your complaint online or write to us at LMD Law Client Care, LMD Law, 33 Queens Crescent, Hebburn, NE31 2TF.

24.4. We can also provide you with a copy of the LMD Law complaints procedure, which details how we handle complaints, and we will be happy to supply you with a copy upon request. All lawyers are obliged to attempt to resolve problems that clients may

have with service provided. We have eight weeks to consider your complaint.

24.5. We treat any complaint about our services seriously and aim to deal with these efficiently and appropriately. Mr Lee Dowling is the person responsible overall for client care and complaints at LMD Law.

24.6. You must have tried resolving your complaint with us first but if we are unable to help or you are not satisfied with our internal complaints handling then you then you can have the complaint independently looked at by the Legal Ombudsman. You can find out more at [legalombudsman.org.uk](http://legalombudsman.org.uk), telephone 0300 555 0333.

24.7. The Legal Ombudsman investigates problems about poor service from lawyers. If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman at PO Box 6806, Wolverhampton, WV1 9WJ to consider the complaint. Their contact details are 0300 555 0333 and [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk). Their time limits for investigating complaints are:

- 1) Within six months of receiving a final response to your complaint; and
- 2) Six years from the date of act/omission; or
- 3) Three years from when you should reasonably have known there was cause for complaint (if the act took place more than six years ago).

24.8. You can usually only complain to the Ombudsman if you are a member of the public, a very small business, a charity (with annual income of less than £1 million), a club (with annual income of less than £1 million) or a trust (with an asset value of less than £1 million).

24.9. Certain issues can be referred to our regulator, the Bar Standards Board. You can find out more at [barstandardsboard.org.uk](http://barstandardsboard.org.uk), telephone 020 7611 1444.

If you have questions, please do not hesitate to contact us at [hello@lmdlaw.co.uk](mailto:hello@lmdlaw.co.uk) or by phone on 0800 689 3037.

## 25. Money Laundering – General Provisions

25.1. LMD Law is required by law to comply with Money Laundering regulations. These regulations exist to combat the laundering of the proceeds of crime and terrorism and may require lawyers to obtain proof of a client's identity before acting for them and in some cases other related parties who may have an interest in a transaction. In the absence of satisfactory evidence of identity, we may not be able to provide the Services to you.

25.2. require us to obtain satisfactory evidence of your identity, and, where relevant, the source of any funds to be provided by you. We would be grateful if you could assist us in this regard by providing us with documents to assist in establishing your identity and address details.

25.3. In most cases we will need to see and take copies of documents such as passport, photocard driving licence, proof of address such as a bank statement or utility bill (usually dated within the last 3 months), and for corporate clients a company search or equivalent. If you do not have such documents then please contact us and we can advise you of alternative documents which we can accept.

25.4. You acknowledge that we may use third party sources to confirm identity checks in some cases including electronic verification services and you consent to our use of such services and to pay any reasonable charges involved (usually around £5).

25.5. As a result of Government Regulations, lawyers must have regard to the source of any funds to be used by their clients in any transaction; consequently, we may require you to disclose the details of any source of funds to be used in a transaction. If you are unable to do so, we may terminate our retainer.

25.6. You should be aware that all lawyers have an obligation by law to report any knowledge or suspicion of certain criminal activities to the National Crime Agency. This could include knowledge of tax evasion or possession of criminal property by anyone involved in a transaction in whatever capacity. In most cases, this report must be made without reference to you, or without your consent.

25.7. If we make a report in relation to your project or case, we may not be able to tell you that a report has been made. We may have to stop working on your projects for a period of time and may not be able to tell you why.

## 26. Cancellation for Consumers

26.1. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 may apply to your matter. This means you have the right to cancel your instructions to us within 14 calendar days of receiving this letter. You can cancel your instructions by contacting us by post or by email to this office.

26.2. If we have started work on your file, you may be charged if you cancel your instructions. If you would like us to commence work on your file within the next 14 days, please sign these terms and conditions and return it to this office by email or post.

## 27. Termination

27.1. You may terminate the Services in writing at any time by email or letter to us.

27.2. We can decide to stop providing the Services to you only with good reason (e.g. you do not pay our invoices or a conflict of interest occurs) and on giving you reasonable notice. If you cancel or we decide to stop acting for you, you must pay our charges up until that point.

27.3. This agreement will terminate automatically if we have an obligation under the BSB Handbook or otherwise to withdraw from a case or to cease to act.

We have read and understood the above and confirm our agreement to the terms set out above.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

### Notice of the Right to Cancel

Under the terms of this agreement you have 14 days from the date that you receive this notice in which to cancel the agreement with LMD Law.

This must be given by serving the cancellation notice below, by delivering personally or sending (by electronic mail) the notice to the person named in the notice. This notice may be served at any time within the period of 14 days, starting with the day of receipt of a notice in writing of the right to cancel the contract.

The notice of cancellation is deemed to be served as soon as it is posted or sent to LMD Law, 33 Queens Crescent, Hebburn, NE31 2TF or in the case of an electronic communication from the day it is sent to hello@lmdlaw.co.uk

You may use the form below if you want to but you do not have to.

If you do cancel within these 14 days you may be required to pay for the goods or services supplied, if the performance of the contract has begun with your written agreement before the end of the cancellation period.

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### Cancellation Notice

(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT.)

To: ..... (insert your lawyer's name) LMD Law, 33 Queens Crescent, Hebburn, NE31 2TF.

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) wish to cancel my/our (delete as appropriate) contract.

Signed: .....

Name: .....

Address .....

.....

Date: .....