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## Terms and Conditions of Business

### GENERAL

**If you wish to have these terms and conditions in large print or braille or you have any queries on them, please telephone 0208 885 3999.**

The purpose of this document is to confirm the arrangements between us. Our Terms and Conditions represent a legally binding agreement between you and us. Although your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions, it may not be possible for us to start work on your behalf until you sign, date and return one copy of this document for our file.

Before you sign and return it to us, it is important to you that you read and indeed understand this document. This document is provided for you to keep, and a copy will be retained on file.

### BUSINESS HOURS

Our opening hours are 09:30am to 05:30pm from Monday to Friday. Messages can be left on the answer phone outside those hours and appointments can be arranged at other times outside office hours when this is essential or necessary. During public holidays, our office is closed, but we do have provisions in place to do emergency work. Our office may close between the Christmas period up until the New Year and the work that we conduct is organised and arranged to take this holiday period into account.

### RESPONSIBILITY FOR WORK

The name of the person who will conduct most of the work in this matter and, if different, the partner with overall responsibility for your matter will be confirmed in our Client Care Letter. They may from time to time, be assisted by other members of our team i.e., trainees and paralegals.

However, you will be notified of this either in the Client Care Letter or in writing when applicable. We try hard to avoid changing the people who are overseeing your work but if this cannot be avoided, we will notify you promptly of the name and status of the person who will be dealing with your case.

### LEVEL OF SERVICE

We will regularly update you by telephone or in writing with progress on your matter, following key events or stages in your matter. We will always endeavour to communicate with you in plain language.

We will update you on the cost of your matter at least six monthly and/or at agreed events. Whenever there is a material change in circumstances, we will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter. We will continue to review whether there are alternative methods by which your matter can be funded.

We will update you on the timescales for each stage of this matter and any important changes in those estimates.

### YOUR COMMITMENT TO US

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#### Virgo Solicitors Limited

Suite 21, Imperial House, 64 Willoughby Lane, Tottenham, London N17 0SP

**Tel:** 020 8885 3999 | **Fax:** 020 8885 4114 | **Email:** info@virgosolicitors.co.uk

**Website:** www.virgosolicitors.co.uk | **Notary Website:** www.abesstaqi.com



Immigration & Asylum

Contracted with the Legal Aid Agency

To assist us in conducting the work as efficiently as possible, you will need to ensure that all information provided is to the best of your knowledge complete, accurate and up to date. You should also notify us of any changes or variations to that information which may arise after the date it is passed to us and of any new circumstances that might be relevant to the work we are undertaking.

We may consider that we ought to cease acting for you. We will only decline to act further for you where we have reasonable grounds to do so (for example: failure by you to settle invoices in full on the due date or to make payments in advance when so requested; failure by you to give clear and proper instructions on how we are to proceed; if it is clear that you have lost confidence in how we are carrying out your instructions; if by continuing to act we would be in breach of the law or rules of professional conduct). If we do cease to act for you then we will confirm in writing the reasons why and give you reasonable notice.

## **BILLING**

### **Settlement of bills**

Accounts are to be paid by you when due, whether or not the amounts concerned may ultimately have to be paid by another party. Bills are to be settled in full within *30 days* of receipt.

We may charge interest on unpaid bills from *30 days* of delivery of the bill on a daily basis at rate of *4%* above the base rate of Barclays Bank plc.

If any payment on account is not made or a bill is not settled in accordance with these terms, we reserve the right to decline to act further for you.

### **Concerns over your bill**

If you are not satisfied with the amount of our fees please contact us. Objections about the amount of our fee will be managed by way of our complaint procedure.

If you remain unhappy about the level of our fees you may be able to make a complaint to the Legal Ombudsman (as more particularly set out above) or may be entitled to have the bill assessed by the Court in accordance with Part III of the Solicitors Act 1974. Your rights are set out more fully in Sections 70, 71 and 72 of the Solicitors Act 1974.

### **Lien over papers and documents**

Following the conclusion of your matter, we are entitled to retain your file of papers and documents while there is money owing to us for fees.

### **Client account**

We operate a client account facility which allows for money to be held or transferred in relation to a matter we are working on. However, the facility is operated at our discretion and any unauthorised receipts will be held pending further investigation or returned to the sender. Therefore, we ask that you give us advance warning of any receipts.

Any client money we hold on to your behalf in our client account is afforded the protection under the Solicitors Act 1974.

It is our policy to only accept cash up to £1,500. If you circumvent this policy by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds. Where we must pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

### **Client Interest**

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#### **Virgo Solicitors Limited**

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If we hold money on your behalf in our client account, in accordance with the SRA Accounts Rules, it is our policy that we will pay you a sum of money in lieu of interest on a fair and reasonable basis. Client monies will normally be held by us in a general client account with our primary banker, Barclays Bank plc. A sum in lieu of interest will be payable on amounts held in our general client account on the following basis:

1. the period for which interest will be paid normally runs from the date the funds are received by us cleared in our account until, where paid electronically, the date when the funds are sent or, where paid by cheque, the date(s) on the cheque(s) issued to you;
2. the rate of interest paid to clients will be in line with Barclays Bank plc bank's published interest rates on Client Deposit Accounts over the period when interest is due;
3. all sums that are paid to you will be paid as a gross amount;
4. we will not account to you for any sums in lieu of interest in the following situations:
  - a. on money held for the payment of a professional disbursement if the person to whom the money is owed has requested a delay in settlement;
  - b. on money held for the Legal Aid Agency;
  - c. on money on an advance to us to fund a payment on your behalf more than funds already held for you;
  - d. where the total amount of interest calculated over the course of the matter is £50 or less.
  - e. where there is an agreement to contract out of the provisions of this policy.

If it is apparent that money held on your behalf will need to be retained for some time then such money may need to be placed in a designated deposit account in which case all of the interest accruing while the funds are so invested will be paid to you when the account is closed or on intermittent basis as agreed with you.

It is extremely unlikely that we could be held liable to you if any money held in our client account is lost due to any failure in the banking system including bank collapse. However, you may be entitled to make a claim against the Financial Services Compensation Scheme (FSCS) in the event of failure of the bank. The amount of compensation which the FSCS can pay out is limited to £85,000 (subject to restrictions). We may be able to make a claim to FSCS on your behalf. If we do so, we will, subject to our obtaining your consent, give certain client information to FSCS to help them identify you and any amounts to which you are entitled.

## INVESTMENTS

Sometimes the work we are likely to conduct for you can involve investments. We are not authorised by the Financial Conduct Authority (previously the Financial Services Authority) and so may refer a client to someone who is authorised to provide any necessary investment advice. However, we can provide certain limited services in relation to investments provided they are linked with the legal services we are providing to a client, as we are members of the Law Society of England and Wales.

If we recommend a referral to a particular firm, agency or business to provide you with investment advice, we shall do so in good faith, but we shall not be liable to you for any advice they may give you. Furthermore, if that firm, agency or business is not another firm of solicitors you will not be afforded the regulatory protection of the SRA and shall not be entitled to the benefit of the SRA Compensation Fund.

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The SRA is the independent regulatory body of the Law Society, and the Legal Ombudsman is the independent complaint body of the Law Society and the SRA.

## INSURANCE

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We are not authorised by the Financial Conduct Authority (formerly the Financial Services Authority). However, our firm is included on the FCA Register so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This is part of our business, including arrangements for complaints or redress if something goes wrong is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at [www.fca.gov.uk](http://www.fca.gov.uk).

We do not generally sell or advise on insurance policies except those that are required in relation to our conveyancing and litigation practices. In conveyancing work, clients may encounter a problem that can be overcome by the taking out of a suitable insurance policy such as to protect against a defect in the title to a property. Similarly, in litigation, 'after the event' insurance may be obtained by us on behalf of a client to protect against the costs the client may incur when making a claim. Should we identify a problem that cannot readily be overcome without taking out such a policy, we will inform clients at the appropriate time.

If we are requested to recommend an insurer, we will advise the client about the range of legal indemnity insurers we have checked before recommending a particular policy and, if it is not on a fair market analysis, we will explain the basis upon which the recommendation has been made and will check the suitability of any such policy. If we are requested to assist in the arranging of any insurance on behalf of a client, we will inform the client of all necessary information by means of a written 'demand and needs statement.'

If we recommend a referral to a particular insurer, we shall do so in good faith, but we shall not be liable to you for any advice or assistance you may be given by them. Furthermore, you will not be afforded the regulatory protection of the SRA and shall not be entitled to the benefit of the SRA Compensation Fund in relation to those insurance services.

## GDPR & DATA PROTECTION

### How we use your data

We are registered as a Data Controller with the Information Commissioners Office. We will use the information that you give us to provide you with legal services, as per your instructions. We will keep your information confidential and will only use it for the purpose(s) for which it was provided or as is permitted in law (i.e., for dealing with complaints or regulatory investigations).

### Outsourcing of our services

Sometimes we have outsourcing arrangements with external companies which cover a range of services including, but not limited to secretarial and administration support, credit control and tele-conferencing facilities to ensure that our services are provided promptly and efficiently. Personal data and confidential information that we hold may be passed to these providers for them to undertake these services. In doing so we will always take care to ensure that your information remains confidential and safe. We have appropriate data protection and confidentiality agreements in place with each of the providers.

### Sharing information

If you are a client under the legal aid scheme then we may be contractually required to share some or all that information with the Legal Aid Agency and / or with our quality assurance auditors. Occasionally, we may need to share some or all your information with our quality assurance auditors for the purposes of their assessment of whether we are adhering to quality standards.

Our files may need to be assessed for quality purposes by a Lexcel assessor and your file may be one of a sample which is to be assessed. Any examination will be strictly controlled and will be shared for the sole purpose of ensuring that our handling of your matter meets the requirements of the quality standard.

We may have to share some or all of your information with other third parties. This may include barristers, experts and other third parties who we need to instruct to assist us with your matter. We may also have to share information with

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the Legal Ombudsman (if you complain about our services) and the Solicitors Regulation Authority (the statutory body that regulates solicitors). In doing so we will always take care to ensure that your information remains confidential and safe. We will liaise with you during your case about which experts, barristers and other third parties we instruct on your behalf.

## Your Rights

You have rights as a Data Subject under the General Data Protection Regulation and Data Protection Act 2018, and these include the right to be informed what information we hold about you - a subject access request (though obviously it is likely that you will have provided with such information as we hold). You also have the right to request a copy of any information about you that we hold at any time, and to have that information corrected if it is inaccurate. You also have rights to complain to the Information Commissioner's Office if you feel that your data is not being handled properly. Further Information about your rights and how to exercise them is set out in our Privacy Policy which is made available on our website or will be provided on request.

For information on how your information is used, how we maintain the security of our information, and to exercise your rights to access information we hold on you, please contact us. Similarly, if you believe that the information we hold is wrong or out of date, please let us know and we will update it. The person in this firm responsible for data protection is our Data Protection Officer, Sengul Turgut and enquires and requests can be sent to her by telephone 020 888 53999, by emailing [shen@virgosolicitors.co.uk](mailto:shen@virgosolicitors.co.uk), or in writing to Suite 21, Imperial House, 64 Willoughby Lane, London, N17 0SP.

## How long will we hold your data?

We will only hold your information for as long as necessary to provide you with legal services and then for only so long as we are required either contractually or under our regulatory obligations. This will generally be six years after the end of your matter. After this time, we will confidentially destroy all information that we hold about you (in accordance with the clauses below relating to storage and retrieval) other than your name, address and date of birth which we will be obliged to continue to hold for the purposes of ensuring that we never act for another client in conflict with our obligations of confidentiality to you.

## ELECTRONIC COMMUNICATION

If you have the necessary facilities we will sometimes use Email for communication with you unless you tell us not to. There are some specific points of which you should be aware:

1. Communications over the Internet are not completely secure. You will have to guide us as to what should or should not be sent over the Internet.
2. Viruses or other harmful devices may be spread over the Internet. We take reasonable precautions to prevent these problems by use of a firewall and virus checking software. If we are to communicate by Email, it is on the basis that you will do likewise.

## CYBERCRIME AND EMAIL FRAUD

It is unfortunate that Cybercrime and email fraud targeted at law firms and their clients is on the increase. Fraudsters are using very sophisticated methods to manipulate IT and intercept communications.

## Confirmation of our bank details

Our bank account details will be confirmed to you at the outset of the matter. We will not be changing our bank account details while dealing with your matter so the account details we have confirmed in the body of these terms and conditions will stay the same throughout the lifetime of your matter.

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It is very important that you are aware that we will not notify you of changes to our bank account details by email. We will only notify you of changes to important business information, including bank account details, in official correspondence which will be sent by postal mail.

If you ever receive any other communication purporting to come from us and which purports to change our bank account details or to request that you send funds to another account, please do not rely on this and immediately contact the person at this firm handling your matter by telephone. Even if the request appears to have come from us, you must never send funds to another account unless you have verified this with us.

We cannot take any responsibility for any losses where funds are transferred to other accounts that have not been verified by us.

### **Sending funds to our bank account(s)**

Prior to transferring any funds to our account, we recommend you contact us to verify our account details. Wherever possible, you should contact the contact the person at this firm handling your matter by telephone.

### **Our firm sending funds to you**

We may not agree to send any funds to you unless it is to a pre-agreed bank account which we have verified. You must take care to protect your own data and bank account details. Confirming your bank details by email should be avoided. For all new matters, the person with conduct of your matter will contact you by telephone to verify your bank account details, prior to our sending funds to you. We are sorry if this causes any delay to the processing of payments, but we do consider that these steps are necessary to help protect you and your money from fraud.

If you are a long-standing client of the firm and/or a client to whom we have previously transferred funds and your bank account details have not changed we will rely on our previous transactions rather than contact you via telephone for verification unless circumstances exist which increase the level of risk or we otherwise consider it appropriate to do so.

## **LIABILITY**

### **Reliance by third parties**

Advice rendered by us is provided for the purpose of the instructions to which it relates and for your benefit. It may not be used or relied on for any other purpose or by any person other than you without our prior agreement

### **Liability in respect of other parties**

We will use all reasonable endeavours to ensure that all information provided by us is accurate, but we cannot account for the accuracy of information provided by or obtained from third parties. We shall not be liable for any decision made or action taken by you, or others based upon reliance on, or use of information or advice provided by or obtained from third parties.

Where we are asked to recommend the services of another advisor or service provider, we will do so in good faith, but without liability and without warranting the ability or standing of that person or firm. We will not be responsible for the quality of the services provided by that person or firm.

### **Limitation of our liability**

Our liability to you for a breach of your instructions shall be limited to £3,000,000, unless we expressly state a higher amount in the letter accompanying these terms of business. 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.

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We can only limit our liability to the extent the law allows. We cannot limit our liability for death or personal injury caused by our negligence. Please ask if you would like us to explain any of the terms above.

## DRAFTS

Where we provide draft or provisional advice or other materials, that advice or those materials are not to be relied upon as constituting our final view.

## GOVERNING LAW

These terms and conditions shall be governed by, and construed in accordance with, the law of England & Wales. The Courts of England & Wales shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this agreement and any matter arising from it.

## PROFESSIONAL INDEMNITY INSURANCE

In accordance with the SRA Indemnity Insurance Rules and in the interests of our clients, VIRGO SOLICITORS LIMITED maintains professional indemnity insurance to a total level of three million pounds which gives us cover for claims against our firm. Our insurers are Travelers Professional Risks Limited whose contact address is 61-63 London Road, Redhill RH1 1NA. Our policy number is available upon request.

## REGULATED SERVICES

Virgo Solicitors Limited is a Company Registered in England and Wales (Company Registration No. 09389422) and is authorised and regulated by the Solicitors Regulation Authority (SRA Number 622779) in respect of legal matters.

## COMPLAINTS

We are committed to high quality legal advice and client care and aim to offer all our clients an efficient and effective service, and I am confident that we will do so in this case. However, if you would like to discuss how the service to you could be improved, the level of your bill, or should there be any aspect of our service with which you are not satisfied, please contact the Director, Abess Taqi on 020 8885 3999 and [abess@virgosolicitors.co.uk](mailto:abess@virgosolicitors.co.uk) or by post to Suite 21 Imperial House, 64 Willoughby Lane, Tottenham, London, N17 0SP. We have a procedure in place which details how we handle complaints, and this will immediately be sent to you.

If you would like to see a copy of our complaint procedure at any other time, please let me know and I will arrange for a copy of our complaints procedure to be sent to you.

We have eight weeks to consider your complaint. If for any reason we are unable to resolve the problem between us within that timeframe, then you may ask the Legal Ombudsman to consider the complaint. The Legal Ombudsman may be contacted at PO Box 6806, Wolverhampton WV1 9WJ.

Please be aware that any complaint to the Legal Ombudsman must usually be made within six months of your having received a final written response from us about your complaint. Complaints to the Legal Ombudsman must usually be made within six years of the act or omission about which you are complaining occurring; or within three years from when you should have known about or become aware that there were grounds for complaint. However, the Legal Ombudsman will not accept complaints where the act or date of awareness was before 6 October 2010. For further information, you should contact the Legal Ombudsman on 0300 555 0333 or visit [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk).

If you think a solicitor might be dishonest or have concerns about their ethics or integrity, you also have the right to notify our regulator, the Solicitors Regulation Authority (SRA). There are no time limits for making a report but there are limits on what the SRA will consider. Please note that the SRA is not able to deal with issues of poor service (complaints of this nature should instead be referred to the Legal Ombudsman). For further information about the SRA's role, please visit: <https://www.sra.org.uk/consumers/>

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## CONFLICT OF INTEREST

We have procedures in place to ensure that conflict of interest checks is carried out at the start of every matter to ensure that, if an issue arises, it can be discussed with you and dealt with as soon as possible. Our procedures on dealing with conflicts enable us to comply with our obligations to act for a client in a matter where there is an actual, or significant risk of a conflict with:

1. another existing client of ours (client conflict).
2. the interests of our firm (own conflict)

## EQUALITY AND DIVERSITY

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. Consistent with our internal policies and procedures, we will not discriminate in the way we provide our services on the grounds of race, colour, religion, nationality, ethnic origin, sexual orientation, gender, age, disability or marital status. In accordance with the Equality Act 2010, we will ensure that all reasonable adjustments (where need be) are made for our clients with disabilities.

Our firm is a signatory to the Law Society's Diversity and Inclusion Charter. Please contact us if you would like a copy of our equality and diversity policy.

## ANTI-MONEY LAUNDERING

Fee Earners who deal with money and property on behalf of their clients can be used by criminals wanting to launder money. To comply with our statutory obligations the Firm operates an anti-money laundering policy and reporting procedure. If you cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity.

### Notification

Solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money. Under the provisions of our statutory obligations (in particular with regard to our obligations under the Money Laundering Regulations 2017 and other relevant legislation including the Proceeds of Crime Act 2002 and the Terrorism Act 2000), we are under a strict duty to report any circumstances where we know or suspect that a client or matter is involved in money laundering or terrorist financing, to the National Crime Agency. Under these circumstances, we may be precluded from informing you of the disclosure or seeking your consent. If we make a disclosure, we may also have to stop working on your matter for a period and may not be able to tell you why.

### Identification

It is our policy to get satisfactory evidence of the identity of their clients and sometimes people related to them. We may also be required to conduct background checks on our clients and to make detailed enquiries as to the source of funds being used in relation to transactions on which we are instructed to advise.

Depending on the type of transaction and/or whether it falls into a regulated sector, we may ask you to provide us with proof of your identity and/or to make searches of appropriate databases.

We are required to retain records of the identification obtained. We may delay, decline or cease to act for you if we have requested to see proof of your identity, but there has been an unreasonable delay in providing it. If because of meeting our statutory obligations, or executing our internal procedures put in place to meet those obligations in good faith, we cause you loss, damage or delay, our liability to you will not exceed the minimum level of Professional Indemnity insurance cover as specified by the SRA's Standards and Regulations.

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## MORTGAGE FRAUD

If we are also acting for your proposed lender in a conveyancing transaction, we have a duty to fully reveal to your lender all relevant facts about the purchase and mortgage. This includes:

1. any differences between your mortgage application and information we receive during the transaction.
2. any cash back payments or discount schemes that a seller is giving you.

## CUSTODY, RETENTION AND TRANSFER OF DOCUMENTS

We will, at your request, either during the provision or after completion of any services, release to you or to your order your documents and documents held for you, provided that we are not at the time exercising our right to retain documents pending payment of outstanding fees and expenses or are prevented by any court order, undertaking or other legal constraint from doing so. We may copy all your documents and documents held for you before releasing them.

We may at any time scan, microfilm, or otherwise make electronic copies or images of any documents (other than documents held in safe custody), destroy the originals and thereafter hold the documents only in such copy or image form. Unless expressly agreed otherwise in writing we will keep all documents whether in original, copy or imaged form for a minimum of six (6) years, after which we may destroy them and any copies or images of them.

We may agree to store title deeds, wills and other especially valuable documents in safe custody for you if you require and, if we do, we will not, without your consent, destroy any such documents. We do not accept responsibility for the loss or damage of any item which we hold for you unless we expressly agree in writing to the contrary. Following conclusion of a transaction or case on behalf of a client, we will retain the client's file of papers and documents whilst there is still money owed to us for fees and expenses.

We will keep our file of your papers for up to six (6) years, except those that you ask to be returned to you or if you require us to keep your papers for a specific period. If you require us to keep your papers for a specified period you must give us notice in writing to that effect, and in the event of such notice being given we reserve the right to require the client to take personal custody of the papers. We will provide a safe custody service to clients in respect of such requests and a single charge will be made to the client for such storage currently at the rate of £100.00 (inclusive of VAT) unless agreed otherwise in writing.

We keep files on the understanding that we can destroy them six (6) years after the date of the final bill. We will not destroy documents you ask us to deposit in safe custody. If we take papers or documents out of storage in relation to continuing or new instructions to ask for you, we will not normally charge for such retrieval. However, we may charge you both for time spent producing stored papers that are requested as well as reading correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

## FUTURE INSTRUCTIONS

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

## CONCLUSION

If there is anything further you wish us to explain about our professional standards please let us know.

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**TO BE COMPLETED BY OR ON BEHALF OF THE CLIENT**

Solicitor's reference:

(IF THERE IS MORE THAN ONE CLIENT, ALL MUST COMPLETE BELOW)

**DECLARATION AND AGREEMENT:**

I, \_\_\_\_\_ confirm: -

- a) that I have read and understood the terms and conditions;
- b) I accept the above Terms and Conditions and accompanying Client Care Letter, and
- c) I have received two prints of this form and have retained one.

<b>Name</b>	
<b>Date</b>	
<b>Signature</b>	

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