



AGREEMENT BETWEEN

A: VENTURA LAW LIMITED ('we')

And

B: ('you')

THIS IS AN AGREEMENT SETTING OUT GENERAL INFORMATION ABOUT THE FIRM, OUR TERMS OF ENGAGEMENT, AND THE BASIS UPON WHICH WE AT THE FIRM WILL CHARGE FOR PROFESSIONAL SERVICES.

This is an important document and you should read through this very carefully before signing it.

Where we are instructed by two or more of you, you are all bound by the terms of this agreement and are jointly and severally responsible in respect of the obligations set out in this contract including for payment of all fees.

ABOUT VENTURA LAW

- i. Ventura Law Limited is a limited company registered in England and Wales under number 4612095.
- ii. Our registered office is St. Mary's Court, The Broadway, Amersham, Buckinghamshire, HP7 0UT. A list of directors may be inspected at our registered office. We also have offices available in Marylebone, London W1 for meetings by prior appointment.
- iii. We are authorised and regulated by The Solicitors Regulation Authority. ("the SRA"). The SRA can be contacted on 0870 606 2555. Their address is Solicitors Regulation Authority, Ipsley Court, Berrington Close, Redditch, B98 0TD.
- iv. The SRA sets the standards we need to meet to provide you with the right outcomes and helps to protect clients of firms regulated by the SRA. The standards and requirements we are expected to achieve are in the SRA Handbook. The SRA Handbook can be viewed at the SRA website at <http://www.sra.org.uk>
- v. Our VAT registration number is 805 5799 02.
- vi. References in this document, in our engagement letter and in any other material we produce to "Ventura Law Limited", "Ventura Law", "Ventura", "we", "our", "the firm" and "us" are references to Ventura Law Limited. Where we use the title 'director', 'principal' or 'partner' this refers to a director and shareholder of Ventura Law Limited.

LITIGATION

EMPLOYMENT

PROPERTY

PROBATE

CORPORATE

St. Mary's Court
The Broadway
Amersham, Bucks
HP7 0UT

VENTURA LAW
www.venturalaw.co.uk
e: info@venturalaw.co.uk
t: 03450 603888

Marylebone
London, W1
Not for Correspondence
By prior appointment only

- vii. At the outset of a matter we may ask you for information to enable us to perform a conflict of interest check. In the event of a conflict we may be unable to take the matter further and we will let you know.
- viii. Where we are instructed by an organisation and we refer to the term "you" or "your", we mean the organisation.
- ix. We have professional indemnity insurance in the sum of £3 million per claim. Our insurer's details can be obtained from us at anytime by requesting these from us. They will also be set out in our client care letter.
- x. We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees.
- xi. 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.
- xii. Unless otherwise agreed, these Terms of Business will apply to all future instructions you give us on this or any other matter.
- xiii. We may update our Terms of Business from time to time due to regulatory or other legislative requirements as well as internal policies and procedural changes/requirements. We will accordingly communicate any such updates to you in due course.

1. YOUR RESPONSIBILITY

You must:

- a) Give us clear instructions in a proper and timely manner that allow us to do our work properly;
- b) Provide us with any documents or information we consider relevant or helpful;
- c) Not ask us to work in an improper or unreasonable way;
- d) Take care to neither deliberately nor negligently or carelessly mislead us;
- e) Take all adequate and sensible steps to ensure that we, as a team, obtain the best possible outcome;
- f) Co-operate with us and generally act with an absolute duty of good faith;
- g) Co-operate with any expert or other third party as we may reasonably require you to; and
- h) Pay us in a timely manner in respect of our firm's fees and any expenses incurred on your behalf.

2. OUR CHARGES

- 2.1 The firm's charges are generally calculated by reference to the amount of time spent by the fee earner(s) dealing with the matter. This includes advising you, attending upon you, time spent on your matter, meeting or corresponding with any third parties, dealing with papers, correspondence and telephone calls, travelling and waiting time.
- 2.2 In the event of any disagreement between us, our minimum entitlement for fees will be based on the time spent and the hourly rate applicable. This will include any time spent dealing with any dispute between us, or chasing any amounts due to us, or pursuing a claim through the courts and or enforcing any judgment or award of the court in respect of any outstanding fees.
- 2.3 Each fee earner working on your case has an hourly charging rate and our charges are calculated in accordance with the time spent by fee earners at their respective hourly rates.
- 2.4 The charging rates are exclusive of VAT which will be added unless you are exempt from payment of VAT under any relevant legislation from time to time including the Value Added Taxes Act 1994 or the Value Added Tax (Place of Supply of Services) Order 1992.

Signed.....(1)

Signed.....(2)

- 2.5 By signing this Agreement, you are confirming that you have considered alternative sources of funding or legal representation that may be available to you, such as public funding (legal aid) or the benefit of a legal expenses insurance policy, or even assistance through a Citizen Advice Bureau or a Trade Union.
- 2.6 If you wish to discuss these possibilities with us in greater depth, please raise this matter immediately before signing this Agreement.

3. AGREED HOURLY RATES AND “FIXED” OR “AGREED” FEES

- 3.1 The charging rate for a Solicitor at Director level is £330.00 per hour. Our Assistant Solicitors are charged at £230.00 per hour. Trainee solicitors and paralegals are charged at £180.00 per hour. This rate reflects the fact that they will invariably spend longer on complex legal tasks.
- 3.2 Ordinary telephone calls made and received and standard letters and emails written will be charged at one-tenth of the hourly rate. Routine letters received will be charged at one-twentieth of the hourly rate.
- 3.3 The charge for longer letters and telephone calls will be calculated on the time basis of the applicable hourly rate.
- 3.4 We may from time to time agree or fix fees with you for a particular piece of work or stage or phase of the proceedings. Any such fixed or agreed fee is based on our estimate of the amount of time we believe that the particular work we have agreed will take.
- 3.5 This work will include that which was discussed and agreed between us. If the time actually taken or likely to be taken far exceeds the estimated amount there may be an additional charge. We will always endeavour to warn you in advance if this appears likely to happen. If we fix a fee with you, we will generally try and adhere to it. However, legal work can be unpredictable by its very nature, so it is not possible for the cost of any particular task to be cast in stone.
- 3.6 The charging rates of this firm are usually reviewed once a year in January. Any increase will be notified to you 1 month before any such increase takes place.

4. DISBURSEMENTS AND LIMIT ON COSTS

- 4.1 You may stipulate a limit on the costs which may be incurred by you. If you wish to impose such a limit you must do so clearly in writing to this firm.
- 4.2 As a general rule, we will endeavour to bill you at least every £7,000.00 plus VAT or every three months, whichever is the sooner. This means you are kept informed of the level of costs incurred and fee due and it also allows you to budget for costs.
- 4.3 As well as our own fees, the firm will charge for disbursements including, but not limited to, counsel's fees, taxis, couriers, court fees, photocopying and telephone and secretarial charges.
- 4.4 All such charges will attract VAT unless you or the charge is exempt from payment of VAT under the Value Added Taxes Act 1994 or the Value Added Tax (Place of Supply of Services) Order 1992. We will not incur any single disbursement of over £1,000.00 without your prior approval.
- 4.5 We do not generally raise a fee note in respect of photocopying charges, however, if a significant amount of expenses and / or time is spent, for example, photocopying, preparing bundles etc, a separate charge of 25p per page will be incurred by you for the photocopying necessary in addition to a charge in respect of the time spent.

5. LEGAL AID AND THIRD PARTY FUNDING

- 5.1 Legal aid is publicly funded legal advice. We are not a legal aid practice and do not offer legal aid. Due to government reforms the availability of legal aid is limited. Legal aid is not available for numerous different areas of law.

Signed.....(1)

Signed.....(2)

- 5.2 We are NOT able to advise you in relation to the availability or otherwise of legal aid. You can find out more from www.gov.uk/check-legal-aid which will enable you to check your eligibility and find a firm offering such services if you wish. If you think you may qualify for Legal Aid funding, we advise you to contact the Law Society who will be able to refer you to a firm of solicitors which undertakes Legal Aid work.
- 5.3 Payment of our charges and expenses, and / or your liability for another party's legal charges and expenses, may be covered by an insurance policy held by you. We suggest that you read any insurance policies you hold to determine if you have the benefit of a legal expenses policy.
- 5.4 In some instances it may be possible to buy an After the Event insurance policy. If you wish to explore this with us, please notify us immediately.
- 5.5 There are also instances where third party funding may be available for your case. If this is of interest to you, please speak with us.
- 5.6 In the event that insurance or third party funding may be appropriate for your case we will discuss with you whether it would be advisable for you to take out 'after the event' insurance to meet the other party's legal charges and expenses.
- 5.7 In some circumstances, a third party may agree to pay all or part of our charges and / or expenses. In such a case, an invoice will be raised in your name for such charges and / or expenses but may be marked payable by the third party.
- 5.8 You remain responsible for the payment of our fees in the event the third party fails to pay our invoice either in full or in part. If the contribution of the third party is insufficient to cover our fees, you will be responsible for the balance.
- 5.9 In the event that you may be entitled to legal aid (or wish to explore the possibility) or may have insurance that could cover your legal costs, you must bring this to our attention immediately.

6. ESTIMATES

- 6.1 We will do our best to estimate the likely costs to be incurred in any particular matter. This firm will not however provide a guarantee that the final charge will not be greater than the estimate.
- 6.2 Legal matters and in particular litigation, are inherently unpredictable in their nature. It is imperative that matters are reviewed on a stage by stage basis.
- 6.3 In the majority of our cases it is difficult to estimate how many hours work will be necessary to complete the matter and at an early stage it is difficult to give an estimate of overall fees.
- 6.4 If the director responsible for your matter believes it is practicable, the cost of a particular stage of your case will be estimated, as this is likely to be more accurate than an estimate of the whole case.

7. FUNDS ON ACCOUNT OF COSTS

- 7.1 The firm will as a policy, always require the payment by you of a sum, which the director responsible for your matter nominates, into our client account prior to the commencement or continuation of work. Such monies will be held on your behalf in your name in the client account until they are either transferred in part or in full to the firm in settlement of an invoice or invoices, or until returned to you at completion of work by us.
- 7.2 A delay in providing such payment could have an adverse effect upon a case. If work is required to be done on an urgent basis, you may be required to make such payments on account as cleared funds on an urgent basis of the work to be carried out.
- 7.3 It is extremely important that you take note that if you fail to make payment when requested, we reserve the right to suspend work on the file until payment is made.

Signed.....(1)

Signed.....(2)

7.4 Please note we are required under the Solicitor's Accounts Rules to account to you for interest on money held in our client account if the amount held is large and /or for a significant period of time. As a rule we will endeavour to request funds only when they are required.

8. DELIVERY AND PAYMENT OF INVOICES

8.1 The firm usually delivers invoices to you at least every three months for fees and disbursements. We fully reserve the right to require payment in advance of the work and also to invoice you as and when we consider it appropriate to do so (i.e. more frequently). This assists our cash flow and enables you to budget for costs.

8.2 Any invoice delivered to you is payable upon delivery of the invoice. An invoice sent by email will be deemed delivered. Where the firm holds funds belonging to you in its client account the amount of the invoice will be transferred in settlement thereof, upon issue of the invoice and you authorize us to use any such funds towards the satisfaction of any invoices due to us,

8.3 If insufficient amounts are held in the client account and/or in the event of payment of any invoice not being made by the due date the firm may decline to act any further and the full amount of work done up to that date will be charged to you.

8.4 We try and keep you informed as to the work done from time to time and what work / stage of work any invoice relates to. The purpose of invoicing you regularly is to ensure you are kept fully informed as to the invoices as and when they are raised. It also enable us to address any concerns early on and deal with enquiries while matters are still fresh in our minds.

8.5 If you wish to obtain any further detail or information relating to any invoice you MUST raise such queries within 14 days of receiving such an invoice. This way we can ensure that we can stay on top of such matters and ensure a smooth and happy relationship. It also allows both you and us to ensure that if there is likely to be any difficulty with the way in which we charge or bill that it can be identified early on to avoid the matter escalating.

8.6 Any invoice in respect of which you do not raise any query within 14 days will be deemed to have been accepted by you.

9. LIEN AND INTEREST ON LATE PAYMENT OF INVOICES

9.1 We reserve the right to keep all papers, documents and any other property held on your behalf until all money due is paid. This lien may be applied even after our retainer ends. After the conclusion of your case we will keep our file of papers for six years after which it will be destroyed.

9.2 There is a charge for access to papers once the file has been closed. This charge is currently £180.00 plus VAT.

9.3 If any invoice remains unpaid for more than 7 days, we will charge you interest from the date of the invoice at the same rate as is then payable on Judgment debts; currently at 8% per annum.

9.4 You also hereby agree (and it is a condition of us agreeing to act for you) that in the event of us having to deal with any disagreements over costs, or pursue any outstanding amounts due to our firm, any time spent by us dealing with any dispute between us or chasing any amounts due to us or pursuing a claim through the courts and or enforcing any judgment or award of the court in respect of any outstanding fees will be chargeable on the basis of the hourly rates agreed.

9.5 This clause continues to apply even if the contract between us has been terminated by us or by you by that point.

10. OUR COSTS OF PURSUING ANY UNPAID AMOUNTS

10.1 We have the right to retain your file and any documents or property of yours we hold pending settlement of outstanding fees.

Signed.....(1)

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- 10.2 At any stage in the matter, if you have any reason to question any aspect of the invoice, please let us know at the earliest opportunity or in any event within one month from the invoice date and we will endeavor to resolve the issue.
- 10.3 You have the right to object to our bill if you disagree with it. In the first instance, you should discuss the situation with us at the earliest possible opportunity.
- 10.4 If the matter cannot be resolved by us to your satisfaction you can apply for an assessment under Part III of the Solicitors Act 1974. If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman at PO Box 15870, Birmingham, B30 9EB, Tel: 0300 555 0333 to consider the complaint.
- 10.5 Our complaint policy is at the end of this agreement. Our invoices contain further details as to your right relating to our charges and bills raised.
- 10.6 You hereby agree that in the event of us having to deal with any queries, concerns or disagreements over costs or pursue any outstanding amounts due to our firm, we will be contractually able to charge you on the basis of our hourly rates in respect of any time spent dealing with any such matter between us including but not limited to chasing you for any amounts due to us and / or dealing with any concern or investigations and / or in pursuing a claim through the courts and / or enforcing any judgment or award of the court, et cetera. This clause will apply even if our retainer has been terminated.

11. ELECTRONIC COMMUNICATIONS

- 11.1 These days, most communications are via email. Emails are a speedy and cost effective method of communication. Sometimes, however, the volume of email builds up with short single sentence type emails going back and forth. Such emails that are extremely short in nature will be charged at ½ the rate.
- 11.2 Confidentiality cannot be guaranteed with email and faxes. Information sent by us or to us via email or fax is at your risk.
- 11.3 Furthermore, although e-mails are generally protected by anti-virus software and any files attached will have been checked with virus detection software prior to transmission, you are advised to take all necessary steps to ensure that no virus contamination occurs.
- 11.4 No responsibility can be accepted for any loss or damage sustained as a consequence of any virus transmission.
- 11.5 **CYBER CRIME NOTICE:** Please be aware that there is a significant risk posed by cybercrime and fraud, specifically affecting email accounts and bank account details.
- 11.6 If you receive an email from us requesting bank details or purporting to amend our bank details, you must check with us as a matter of urgency, as the email is unlikely to be genuine. Please ensure you speak with a solicitor at the firm and verify through other means that the details you are being given are genuine.
- 11.7 **PLEASE NOTE** that Ventura Law Limited's' bank account details will not change during the course of a transaction and we will not inform you by email of a change to our bank account details.
- 11.8 Please do not reply to the email nor act on any information contained in it but contact us immediately. Please check account details with us in person if in any doubt. Ventura Law will not accept responsibility or any liability if you transfer money into an incorrect bank account.

12. ORDERS FOR REIMBURSEMENT OF COSTS

- 12.1 The issue of legal costs is an important one. This is especially the case, where litigation (court proceedings) are necessary.
- 12.2 It is important that we bring to your attention the manner in which courts may decide between the parties on the matter of legal costs. This is an **EXTREMELY** important aspect of the proceedings. Courts have a wide discretion as far as the making of orders for costs is concerned.

Signed.....(1)

Signed.....(2)

- 12.3 The general rule is that the winning party will have its costs paid for by the other party. I.e. if you win your case, the opposing party will be required not only to pay you in accordance with any judgment or award in your favour, but also in respect of your own legal costs. The same principle could work AGAINST you if you lose.
- 12.4 Therefore, if you lose, in addition to the judgment made against you, you could also, in all likelihood be responsible for the legal costs of your opponent.
- 12.5 The system is by no means clear cut. A number of factors may be taken into consideration in deciding to whom (and the precise way in which) costs will be awarded.
- 12.6 It is essential that you bear in mind the effect that offers for settlement can have on this aspect of your case. We will review and discuss this issue with you regularly throughout your case.
- 12.7 Broadly speaking, in order to be entitled to have your costs paid or contributed towards by an opponent, you would first need to succeed in your case (or even a particular application or issue).
- 12.8 Irrespective of any recovery from a third party, you will always remain primarily liable to pay our costs although you may obtain reimbursement in due course under the terms of an Order.
- 12.9 You should however be aware of the fact that EVEN if you are successful, you may not recover all of the costs, either because the hourly rate agreed between us is not recoverable in full or because a certain item of work or a disbursement that has been incurred is disallowed or reduced upon assessment.
- 12.10 There are variations between courts in how they assess bills, which makes it very difficult to give you an average percentage of recovery, but it tends to be between 70 and 80% of your costs. This is a subject about which the director dealing with your matter will be happy to explain further.
- 12.11 This is a very important aspect of your case and costs can end up playing an extremely significant part in any eventual settlement or decision. You must discuss this with us if you are unsure of any aspect of this.
- 12.12 All work undertaken by the firm in securing reimbursement of costs on your behalf, including, where appropriate, the cost of engaging the services of costs draftsmen etc, will also be payable by you.

13. RECOVERY OF COSTS FROM OTHER PARTIES IN EMPLOYMENT TRIBUNAL PROCEEDINGS

- 13.1 If your case involves Employment Tribunal Proceedings, you should be aware that the Tribunal seldom makes an order that one party must pay all or part of the other party's legal costs.
- 13.2 This means that even in the event of a "win" at the Tribunal, your legal costs are your own responsibility.
- 13.3 A Tribunal nevertheless has the power to make orders for costs in certain circumstances. Accordingly, it is possible (although very unlikely) that you may become liable to pay the other party's legal costs in addition to your own.
- 13.4 You must discuss this with us if you have any queries or concerns.

14. PROFESSIONAL INDEMNITY AND LIMITS ON LIABILITY

- 14.1 Please note that in the unlikely event that a mistake is made by this firm, we have professional indemnity insurance in the sum of £3 million. Our maximum aggregate liability to you in this matter will be £3,000,000 (three million pounds sterling) including interest and costs.
- 14.2 By signing this letter you agree to limit any claim you may have in respect of professional negligence against this firm/any member of this firm to the amount of £3 million in total. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy, can be made available on request.

Signed.....(1)

Signed.....(2)

- 14.3 To comply with our regulatory obligations and the terms of our professional indemnity insurance, we may disclose relevant documents and information to insurers, brokers and insurance advisers on a confidential basis. This could include details of any circumstances arising from our work for you that might give rise to a claim against us.
- 14.4 You agree to such disclosure by us even if the documents and information in question are confidential and/or subject to legal professional privilege.
- 14.5 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 profit or opportunity.
- 14.6 Where any loss is suffered by you and any other person who is jointly and severally liable, the loss recoverable by you from the firm shall be limited so as to be in proportion, on a just and equitable basis, to the firm's relative contribution to the overall fault of the firm, you and any other person in respect of the loss in question.
- 14.7 The firm will not be responsible for any failure to advise or comment on any matter which falls outside the scope of its instructions, including, without limitation, the matters referred to in the engagement letter nor to update any advice to take account of events or changes in the law that take place after any advice given was issued.
- 14.8 In circumstances where the firm is required to recommend and instruct other professionals on your behalf such as experts, Counsel and other third parties, no responsibility is accepted for any act, omission, breach or defect of any third parties so instructed on your behalf.
- 14.9 If the firm is affected by any circumstances beyond its reasonable control that prevent us from carrying out the work we have undertaken to perform for you, we will immediately notify you of the nature and extent of such circumstances. If, as a result of those circumstances, we are unable to meet any deadline or complete the work we have agreed to do for you by any estimated date of completion or at all:-
- i) any such failure on the part of the firm will not constitute a breach of this agreement;
 - ii) the firm will not be otherwise liable to you for any such failure to the extent that it is attributable to any such circumstances; and
 - iii) any estimated date for completion of the work will be extended accordingly.

15. COMPLAINTS

- 15.1 We pride ourselves in delivering a fantastic service to our clients.
- 15.2 We value our good relationships with our clients. However, we accept that from time to time, difficulties and misunderstandings do arise.
- 15.3 If there are any problems, please feel free to discuss concerns with the member of our firm responsible for handling the work. If, after such discussions, you feel that the matter has not been adequately dealt with, or any invoice is unreasonably high for the work involved, we have a formal complaints procedure which is available on request.
- 15.4 If we cannot resolve the situation, you may be able to refer the matter to the Legal Ombudsman.
- 15.5 It is this firm's policy to act as efficiently and expeditiously as possible always providing a high quality of service. If at any time you are concerned about the service you are receiving, please immediately inform the director dealing with your case.
- 15.6 You must do this in writing specifying precisely and clearly the nature of your complaint. We will then address the issues raised within the next 14 days and inform you of the firm's complaint procedure.

Signed.....(1)

Signed.....(2)

16. DISCLOSURE & CONFIDENTIALITY

- 16.1 We, as a firm, are under a duty to keep confidential the affairs of clients and to ensure that the staff do the same. Our firm regards this duty of confidentiality as fundamental to the relationship between our clients and ourselves.
- 16.2 It will be necessary from time to time for us to disclose certain information relating to you. In instructing our firm, you irrevocably authorise us to disclose details as we feel necessary and/or appropriate to other persons or organisations.
- 16.3 You also hereby acknowledge that during the course of our dealings with yourself, data will be processed in a way that requires your authorisation under GDPR, the Data Protection Acts and relevant legislation. By agreeing to instruct our firm you authorise us in this respect.
- 16.4 From time to time, we may be obliged to disclose information on your file to other professional bodies, e.g. The Law Society and external auditors. In signing these terms and conditions you consent to this disclosure. Disclosure is undertaken in the client’s best interests and subject to the above, information will be treated in the strictest confidence.

17. DUTY OF TRUST AND CONFIDENCE

- 17.1 Our firm will conduct your case and will always act in your best interests, subject to matters of professional conduct which override this duty. When conducting your case, you allow and authorise our firm to operate at our discretion and to take steps on your behalf which we consider to be reasonable, prudent and in your best interests.
- 17.2 Any steps we take will be geared to achieving the best results for you in the particular circumstances of your case. We will of course always take your instructions and obtain your prior approval before taking any major steps in the conduct of your matter.
- 17.3 Every reasonable effort will be made, by this firm, to keep you apprised on the progress of your matter. Sometimes we ask other companies or people to carry out typing or photocopying on our files to ensure this is done promptly and in the most cost-effective manner.
- 17.4 External firms or organisations may conduct audits or quality checks on our practice. This may include our accountants, the SRA, The Law Society, our Professional Indemnity Insurers and their lawyers, our Lexcel Assessor and other individuals or bodies of a similar professional nature. These external firms or organisations are required to maintain confidentiality in relation to your files.
- 17.5 Your files may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of new business. If you do not wish your file to be used in this way, please let us know as soon as possible.
- 17.6 For further important information on various relevant matters in relation to your personal data, please see the Privacy Policy available on our website.

18. UPDATING YOU ON YOUR MATTER

- 18.1 We will generally try and keep you informed of progress in respect of your matter.
- 18.2 We will try to progress with your matter as quickly as possible, but there are many occasions and can be many different circumstances in which the rate of progress is somewhat out of our hands, for example where we might be awaiting action or information from your opponent, or the court or another third party.
- 18.3 We will of course chase a response and pursue matters where possible.

Signed.....(1)

Signed.....(2)

19. BANKING

- 19.1 We hold all client money in HSBC bank which is regulated by the Financial Conduct Authority (FCA). We are not liable for any losses you suffer as a result of any banking institution being unable to repay depositors in full.
- 19.2 You may, however, be protected by the Financial Services Compensation Scheme (FSCS).
- 19.3 The FSCS is the UK's statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation up to £85,000 if a banking institution is unable, or likely to be unable, to pay claims against it. The limit is £85,000 per banking institution. If you hold other personal money in the same banking institution as our client accounts, the limit remains £85,000 in total.
- 19.4 Some banking institutions have several brands. The compensation limit is £85,000 per institution, not per brand. You should check with your banking institution, the FCA or a financial advisor for more information.

20. PROCEEDS OF CRIME AND MONEY LAUNDERING REGULATIONS

- 20.1 The law now requires solicitors to obtain satisfactory evidence of the identity of their clients. In order to comply with the law on money laundering, we need you to provide us with original documents to verify your identity and address before or at the initial meeting.
- 20.2 The types of documents necessary to fulfill this require are usually a driver's license (photo ID) or passport and a recent utility bill (not mobile phone) or bank statement. If we do not receive your documents within 14 days of your instruction, we may not be able to continue to act for you.
- 20.3 We may undertake an online identity checks. Your continuing instructions indicate your permission for us to undertake this check using your data.
- 20.4 Under the guidelines of the Law Society we are obliged to inform you that under the legislation on money laundering there are very strict rules whereby we can be required to provide information to other bodies without being able to inform you.
- 20.5 We are required to carry out various checks in relation to the identity of the individuals and companies instructing us. We will advise you what those requirements are as early as possible after we have been instructed.
- 20.6 Solicitors are under a professional and legal obligation to maintain client confidentiality. This obligation, however, is subject to statutory exceptions. Recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the Serious and Organised Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure. If, while we are acting for you, it becomes necessary to make a money laundering disclosure, we may not be able to inform you that a disclosure has been made or the reasons for it.
- 20.7 In light of our anti-money laundering obligations, the total amount we will accept in cash is £500.00. Please note that we will only accept cheques or payments of any kind from a regulated financial institution from an account that is in your name and not anyone else's.
- 20.8 Please also note that we will only make transfers or payments by cheque in your name alone to you or an account in a regulated financial institution held in your name. Please do not request otherwise. We will NOT be able to comply.

21. GDPR AND DATA PROTECTION.

- 21.1 We collect data about you and your family / your business during our initial and other meetings with you, and may also collect data from other people and organisations.

Signed.....(1)

Signed.....(2)

- 21.2 We may make checks with credit rating agencies to authenticate and verify your identity and credit status. We also make checks with organization with whom you have policies of insurance and investments and with your mortgage provider.
- 21.3 These checks are to help us with our legal obligations and to ensure that we provide you with advice that suits your circumstances.
- 21.4 The scope and extent of the gathering of information from third parties depends on what type of service you are taking from us.
- 21.5 Primarily, we use this data to provide advice to you and act on your behalf. We analyse and assess your data to maintain and develop our relationship with you.
- 21.6 We use your personal data primarily to provide legal services to you, but also for related purposes as described in the Privacy Policy, which is available on our website.
- 21.7 Our use of your personal data is subject to your instructions, the EU General Data Protection Regulation (GDPR), other relevant UK and EU legislation and our professional duty of confidentiality.
- 21.8 Ventura Law limited is a data controller for the purpose of the GDPR and other relevant data protection legislation. Depending on the instructions we receive from you, we may pass your data to other professional advisers to enable us to provide advice most suited to your circumstances.
- 21.9 Usually, this would be referrals to barristers, local accountants, solicitors, tax advisers and sometimes to specialist advisers in the financial and insurance industry where you may benefit from the expertise of such third parties. We may pass your data to organisations when you agree to purchase or amend policies and products.
- 21.10 We may be required to share your data with our regulator and other third parties including our auditors or insurers.
- 21.11 Under the Data Protection Act you have a right, on payment of a fee, currently £10, to obtain a copy of the personal information that we hold about you. If you believe that any information held is incorrect or incomplete, you should contact the Data Protection Officer at our usual address.
- 21.12 Any information that is found to be incorrect or incomplete will be amended promptly.

22. TERMINATION

- 22.1 Either party may terminate this Agreement immediately upon written notice to the other. Such notice must be sent to our Company registered office via pre-paid guaranteed next day (special) delivery AND must be communicated by email.
- 22.2 The termination of this Agreement will be without prejudice to the rights of either party in respect of any antecedent breach and in particular you will remain liable to us for all fees, expenses and disbursements due in respect of Services performed up to the effective date of termination and any fees or charges as payable under the these terms and any other terms agreed with you.

23. CONSUMER PROTECTION (DISTANCE SELLING) REGULATIONS 2000 (“CPDS REGULATIONS)

- 23.1 If we have not met with you, the CPDS Regulations apply to this file. This means that you have the right to cancel your instructions to us within seven working days of receiving this document.
- 23.2 You can cancel your Instructions by contacting us by post or fax to this office. Once we have started work on your file, you may be charged if you then cancel your Instructions.

Signed.....(1)

Signed.....(2)

24. FORCE MAJEURE

- 24.1 We will not be liable for any delay in performing or failure to perform our Services to the extent that such delay or failure results from any cause or circumstance beyond our reasonable control (an “event of force majeure”).
- 24.2 If any event of force majeure occurs, the date(s) for performance of our Services will be postponed for as long as is made necessary by the event of force majeure.
- 24.3 If any event of force majeure continues for a period of or exceeding 60 days either party may cancel the affected Services immediately on written notice to the other party.

25. ASSIGNMENT AND SUB-CONTRACTING

- 25.1 You may not assign, sub-license or sub-contract this Agreement or any of its rights or obligations hereunder without our prior written consent.
- 25.2 We may assign or sub-contract this agreement. We will notify you in the event that this happens.
- 25.3 We may appoint third parties to perform any part(s) of the Services. Our contracts with those third parties may be made on the third party’s standard terms of business and, in such cases, we can offer you or the Client no better terms in relation to Services provided by such third parties than those offered to us by the relevant third parties.
- 25.4 Such third parties are not part of this firm, but we may have an interest in some third parties we instruct.
- 25.5 Whilst we shall endeavour to select third parties whose performance and expertise we regard as being of good quality, we will not be liable for any losses, liabilities, costs or expenses arising out of any default or negligence on the part of any such third parties.

26. ENTIRE AGREEMENT

- 26.1 The invalidity or unenforceability of any term or right arising pursuant to this Agreement will not adversely affect the validity or enforceability of the remaining terms and rights.
- 26.2 This Agreement constitutes the entire agreement and understanding between the parties with respect to its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing, with respect to the same. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in communications between the parties prior to the date of this Agreement except as set out in this Agreement. Neither party will have any remedy in respect of any untrue statement made to it upon which it has relied in entering into this Agreement (unless such untrue statement was made fraudulently) and that party’s only remedies will be for breach of contract as provided in this Agreement.
- 26.3 The failure of our firm to enforce or to exercise at any time or for any period of time any term of or any right pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect our right later to enforce or to exercise it.

27. STORAGE OF FILES

- 27.1 We are entitled to keep all your papers and files, whilst money is owing to us.
- 27.2 We will keep your file in a secure storage facility for no more than 6 years with the understanding that we have your authority to destroy the file and all papers/ documents at that time.
- 27.3 Please note that there will be a fee if you require us to retrieve your file or anything from your file whilst in storage.

Signed.....(1)

Signed.....(2)

27.4 We store paper files on the understanding that you agree we can destroy them 6 years from date of formal closure of your matter.

27.5 If we are required to retrieve your file from storage, we will charge you a minimum of £180 plus vat, but this could be more taking into account:

- 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

27.6 At our discretion, we may only produce an electronic copy of the file.

28. MISCELLANEOUS

28.1 Ventura Law is a trading name of Ventura Law Solicitors Limited, a limited company. This means that the firm's members / directors are not personally liable for any acts or omissions by the firm.

28.2 If a conflict of interest exists between your instructions and those of any other client for whom we are acting, or arises during the term of this Agreement, we reserve the right to ask you to seek advice elsewhere. Assistance in finding a suitable alternative representative is available on request.

28.3 No amendment or variation to this Agreement will be valid unless agreed in writing by one of our directors.

28.4 The firm shall only be liable to you. The firm shall have no liability to any other third parties, or for advice given or documents prepared in respect of one matter if they are used or relied upon in any other matter or by a third party.

28.5 In particular none of these terms of business is intended to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this agreement.

28.6 The construction, validity and performance of this Agreement will be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales to resolve any dispute arising between them.

I / WE CONFIRM:

That I / we agree to the terms in this agreement.

That we acknowledge and agree that we are each jointly and severally liable for the firm's fees, and that we authorise you to take instructions from either one of us, and also confirm that any information either one of us provides to you, may be disclosed to the other.

Signed

Signed

Name

Name

Dated

Dated

Signed.....(1)

Signed.....(2)

OUR COMMITMENT TO PROVIDING EXCELLENT SERVICE

OUR COMPLAINTS HANDLING POLICY

Ventura Law Limited is committed to providing outstanding client services to all its clients and we do our utmost to treat all our clients fairly.

If you believe something has gone wrong or are dissatisfied with our service, we have a procedure to assist the early resolution of the problem. This gives us the opportunity to address the issue and to try to satisfy your concerns. It also helps us improve our standards. Please also use this complaints procedure if you have a concern or complaint about a bill.

Please ensure any concerns that you have are raised promptly. If no such concerns are raised, we will assume you are satisfied with the service you are receiving and any invoices raised.

The Procedure

1. You may complain either to the lawyer handling your matter or directly the director managing your relationship with the firm.
2. Within 7 days we will acknowledge receipt of your complaint and tell you who is dealing with it. We will also supply a copy of this procedure to you.
3. We will usually need to ask you for further details or clarification about your complaint. You must promptly reply to any such requests in as much detail as possible.
4. It might be possible to offer a solution at this stage and we will write to you to ask whether the solution is acceptable.
5. If no solution is offered by or agreed between us, then we will investigate your complaint. You will not be charged by the firm for our investigation of your complaint.
6. We will invite you to a meeting to discuss and hopefully resolve your complaint. This could take place remotely. We will do this within 21 days of receipt of your reply as per paragraph 3 above.
7. Within 7 days of the meeting, we will write to you to confirm any solutions offered or agreed with you.
8. If a meeting is not possible or appropriate, we will send you a written reply to your complaint, including suggestions for resolving the matter.
9. If you are still not satisfied with the outcome you should contact us again and put forward your proposals or suggested solution and we will carefully review any such proposals or suggested solutions and respond within 7 days.
10. If you are still not satisfied, you can ask the Legal Ombudsman at PO Box 6806, Wolverhampton, WV1 9WJ to consider your complaint. Normally you need to bring a complaint to the Legal Ombudsman within 6 months of receiving a final written response from us about your complaint or within 6 years of the date of the act or omission about which you are complaining (or 3 years of the date you should reasonably have known there were grounds for complaint if the act or omission was more than 6 years ago). For further information you should contact the Legal Ombudsman on 0300 555 0333 or refer to www.legalombudsman.org.uk

Signed.....(1)

Signed.....(2)