

Radius Law Engagement Terms

1. About Radius

- 1.1. Radius Law Limited provides legal services in England and Wales and is authorised and regulated by the Solicitors Regulation Authority ('SRA'). Our SRA number is 597433.
- 1.2. Radius Law is a company incorporated in England and its registered company number is 08435885. Our registered office address is Kinetic Business Centre, Theobald Street, Elstree, England, WD6 4PJ.

2. Your instructions and our advice.

- 2.1. Any matters that you instruct us on will be subject to the latest version of our engagement terms. To access the latest version, please visit our website: radiuslaw.co.uk/engagement-terms
- 2.2. We will not and you agree that it is not our duty to check the accuracy of any information supplied to us by you or by a third party on your behalf unless we have been asked to do so and we shall be entitled to rely upon any such information.
- 2.3. We may show you a draft of our advice or other document for your comment. You shall not be entitled to rely on a draft until it has been confirmed in writing as the final version.
- 2.4. Where we are instructed by two (or more) parties for the same matter ('joint clients'):
 - 2.4.1. we shall be entitled to require either client to pay our fees;
 - 2.4.2. each client permits us to disclose to any other joint client any information (which we would otherwise be prohibited from disclosing);
 - 2.4.3. if any joint client ends this permission during the services, or if a conflict of interest arises between joint clients, we may terminate the provision of our services.
- 2.5. Our advice is based on the law and practice as at the date it is given. It may be affected by subsequent changes in law and practice. We have no legal obligation to update advice after we have provided it.

3. Confidentiality

- 3.1. Except as stated below, we will keep confidential any confidential information which we acquire about your business and affairs.
- 3.2. We may disclose confidential information:
 - 3.2.1. to our auditors, external assessors or other advisers; or
 - 3.2.2. to our insurers for the purposes of our professional indemnity insurance policy; or
 - 3.2.3. to other professional advisers working on your behalf; or
 - 3.2.4. to the National Crime Agency (see section 5 for more information); or
 - 3.2.5. if required by law.
- 3.3. We will use any personal information we collect in accordance with our privacy policy. This can be found at <http://radiuslaw.co.uk/privacy-policy>
- 3.4. At the end of your matter we will close our file. We will only retain an electronic file. The electronic file will be deleted after 7 years. We can retain hard copy documents if you request, but this will be subject to an additional charge.

4. Our Liability to you

- 4.1. The services provided by us are for your benefit alone and solely for the purpose of the matter to which they relate. They may not be used or relied upon for any other purpose or by third parties.
- 4.2. Our duty of care is to you as our client and does not extend to any third party and any rights under the Contracts (Rights of Third Parties) Act 1999 are excluded.
- 4.3. We shall not be liable for advice given where we instruct other professional advisors on your behalf or for payment of their fees and expenses.
- 4.4. We are only liable for the losses we cause directly. We are not liable for your loss of profit or other indirect loss. We are not liable for matters outside our control.

45. Our total liability to you (and to any other party we have agreed in writing may rely on our advice) is limited to £3,000,000. This limit applies to all claims against us related in any way with our work for you. Where we work for more than one client on a matter, this £3,000,000 limit applies to our total liability to all of them.

46. Nothing in these engagement terms limits any liability that cannot legally be limited.

5. Anti-money laundering

51. The law requires solicitors to get satisfactory evidence of the identity of their clients (and sometimes related parties) and to undertake certain checks. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money.

52. Usually, before we start work, we must have documentary proof of your identity and, where relevant, other related parties. This information may be renewed every three years. We may verify your identities by:

- 52.1. searching a third-party database (This may leave a footprint on your credit file, but it will not affect your credit rating);
- 52.2. asking you for copies of identity documents (which sometimes may need to be certified by another regulated professional);

You agree to provide the documents we request and that we may carry out electronic checks on you. We will not charge you for our time undertaking these checks, but will charge you for search fees. These are typically less than £10 per person or entity but may be more, particularly if international searches are required.

53. If we agree to start work before you have provided all of the identity documents that we have requested and you do not subsequently provide those documents within a reasonable time, we reserve the right to stop providing our services until such documents have been provided. You shall still be responsible for our fees relating to the services that have been provided.

54. In order to comply with statutory obligations, we operate an anti-money laundering reporting procedure. If we know or suspect that you (or any other party involved in this matter) are involved in money laundering or hold the proceeds of crime, we may be required by law to make a report to the National Crime Agency ('NCA').

55. These requirements override our duty of confidentiality to you. If a report is made to the NCA, we must stop work on the matter until it is authorised by NCA to proceed.

56. There may be circumstances in which we consider that we are obliged to make a report to the NCA which it later turns out was not required by law. By instructing us you agree that such reports can be made. We do not accept responsibility or liability for any loss that's a result of making any reports to NCA or ensuring compliance with our statutory obligations.

6. Client funds

61. Where we notify you of our client account or other bank account details, you must keep them confidential in order to protect against abuse.

62. Our client account must not be used in lieu of banking services and may only be used for payments which we request or which are arranged between us. We may decline to make payments from our client account unless we are satisfied that they are duly authorised.

63. We only accept payments to us of client money by bank transfer. We do not accept payments in the form of cheques, bank notes or other valuables.

64. Where we receive money from you which is to be applied on your behalf (including payments on account), it will (unless agreed otherwise with you) be held in our general client account which is subject to the strict provisions of the Solicitors' Accounts Rules ('SAR') which can be found at www.sra.org.uk.

65. We ask you to give us advance notice of all receipts to our client account on your behalf and the reasons for such receipts. For the purpose of compliance with SAR we may ask for details of the source of any money paid, or to be paid, to the client account. If you are not the source of the money, we reserve the right to request evidence of the identity of the payer. We may be restricted in returning to you or dealing with such money until all such enquiries are completed. Any receipts which are not expected and/or are not identifiable may be returned to the sender or held pending investigation.

66. Subject to the SAR we are not responsible for any currency risk or any loss arising from a failure of a bank to repay money deposited with it.

67. We may use any money that we hold on your behalf for the payment or part payment of any fees owed to us by you or any of your affiliate companies. Affiliate companies means a person or entity that directly or indirectly controls, is controlled by, or is under common control with you.
68. Before sending us funds, you should reconfirm our bank details by telephoning the number on our website and speaking either with your primary contact or our cashiers. We will not change our bank details. If you receive any correspondence suggesting that our bank or contact details have changed or raising any concerns in this respect, you should take no action except for contacting your primary contact at Radius.
69. In accordance with the SAR, it is the firm's policy to account to its clients for a sum in lieu of interest on client money on a fair and reasonable basis. We will pay an amount calculated for the term of holding the money equal to the holding bank's deposit rate, but if the interest should be less than £50.00 then no amount will be paid. Amounts will be paid net of any bank charges related to the money, if not separately recharged to you.

7. Our fees

- 7.1. Unless agreed otherwise in writing, the charges will be calculated in accordance the rates advertised on our web-site: www.radiuslaw.co.uk/fees/.
- 7.2. We invoice every month for work done in the prior month. If we have agreed a fixed fee with you, we shall invoice you each month the agreed fixed fee divided by the estimated number of months to complete the work.
- 7.3. By instructing us, you are authorising us to incur such expenses (disbursements) as we consider necessary. We will consult you before incurring any disbursements that exceed £350.
- 7.4. We quote fees exclusive of Value Added Tax ('VAT'). We add VAT to our invoices at the prevailing rate as applicable.
- 7.5. We prefer payments by bank transfer. Cash payments are not accepted and payments by cheque shall be subject to a £100 administration fee.
- 7.6. All invoices are due for payment within 7 days of the date of issue without any deduction, set-off or counterclaim. If a bill (or part of a bill) remains unpaid for 7 days after the date of the invoice, we reserve the right to charge:
- 7.6.1. interest at 3% above the HSBC base rate until the payment is made;
- 7.6.2. an administration charge of £50 for each communication we make to you to remind you of the outstanding debt.
- 7.7. If you have any problems with a bill, please see the guidance in section 0 ('Complaints'). In addition, you have a right to object to a bill by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974. If you apply to the court, the Legal Ombudsman may decide not to deal with a complaint about the bill.
- 7.8. Unless otherwise agreed in writing, you must pay all bills in sterling. If bills are not paid in sterling and we incur currency conversion charges or other bank charges, or we suffer exchange-rate losses, we reserve the right to charge additional sums to cover such items.
- 7.9. We reserve the right to stop work for you if you fail to pay our bill(s) and we will not be liable to you for any loss or damage that may result.
- 7.10. Even if a third party agrees or is ordered to reimburse part or all of your costs, you remain liable for all of our fees and expenses.

8. Termination

- 8.1. You or we may bring the provision of all or any services to an end at any time by giving written notice to the other.
- 8.2. If the services are terminated you will be liable only for fees arising and payments made or committed up to the date of termination, together with any fees or payments for services necessary in connection with the transfer of the matter to another adviser. If this happens, we shall charge for services provided in accordance with the hourly rates prevailing at the relevant time. All our rights set out in our engagement terms shall continue to apply even if we terminate the agreement between us.

9. Cancellation

- 9.1. If you are a consumer rather than a business client and we have not met with you or we have met with you away from our business premises, you may be entitled under the Consumer Contracts Regulations 2013 to a 14 day '**cooling off period**' within which you may cancel your instructions without reason. This is in addition to your general right to terminate our engagement at any time. If you are so entitled and cancel within the 14 day cooling off period you will not be liable to pay any charges or expenses to us for the relevant matter, unless you have expressly asked that we undertake work for you within that cooling off period, in which case you will be charged for that work in accordance with our terms and conditions.

10. Complaints

- 10.1. We are committed to providing you with a high quality of service but in the (hopefully unlikely) event of any problems, please discuss these with our lead director, Iain Larkins, who will respond to you within five working days of receiving your communication. If you are still not satisfied with how the complaint is handled, you can ask the Legal Ombudsman www.legalombudsman.org.uk to consider it

11. General

- 11.1. Our engagement terms are the terms that govern the supply of our services. Unless we agree otherwise in writing, no terms or conditions endorsed upon, delivered with or contained in any document supplied by you shall form part of our engagement terms.
- 11.2. Our engagement terms are governed by and will be construed in accordance with the law of England and Wales and to the exclusive jurisdiction of the Courts of England and Wales.
- 11.3. If any term in our engagement terms is found to be illegal, invalid or otherwise unenforceable then that provision shall, to the extent necessary, be severed and shall be ineffective but without affecting any other term.

12. Definitions

- 12.1. In our engagement terms:
- 12.1.1. '**we**', '**us**', '**our**', and '**Radius Law**' refer to Radius Law Ltd (and any successor practice);
- 12.1.2. '**you**' and '**your**' refer to our client;
- 12.1.3. '**matter**' means a specific transaction, dispute or issue in relation to which you ask us to provide services whether or not it has been defined in a letter of engagement or other agreement;
- 12.1.4. '**services**' means all services we provide to you.