

# 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 & our advice

- 2.1 Any matters 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](http://radiuslaw.co.uk/engagement-terms).
- 2.2 We will not and you agree 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. We will be entitled to rely on any such information.
- 2.3 We may show you a draft of our advice or other document for your comment. You will 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 will 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.
- 2.6 Please note that we do not provide tax advice. If you require tax advice please let us know and we will introduce you to some of the expert tax advisers we regularly work with.

## 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 6 for more information); or
  - 3.2.5 as needed to pursue unpaid fees (including taking legal action);
  - 3.2.6 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>

## 4 Document Storage, Retention & Retrieval

- 4.1 **Closing our file.** At the end of your matter we will close our file. Since we only store files digitally, as part of the file-closing process, any original documents will be scanned, archived and securely destroyed. The electronic file will also usually be deleted after 7 years (longer if required by law).
- 4.2 **Return/retention of documents.** If you specifically ask us to do so we can return hard-copy documents to you at the end of the matter. This will be subject to an additional charge. In some circumstances there may be hard-copy documents which *must* be retained. Where this is the case we will return such documents to you at the end of your matter. Alternatively, you can ask us to keep and store these and/or other hard copy documents for you; this will again be subject to an additional charge.
- 4.3 **Destruction of documents.** Unless you specifically ask us to either: (a) return any hard-copy documents to you, or (b) keep and store hard-copy documents for you, after scanning and archiving digital copies, and returning any hard-copy items which must be retained to you, we will securely destroy all other original hard-copy documents on file closure. All digital files will be deleted at the end of their storage period or earlier if we both agree.

- 4.4 **File storage & retrieval.** We may use third parties to store both digital and hard-copy documents (if you have asked us to keep and store the latter for you). We will charge you if you want us to retrieve stored digital files or original documents after we have completed our work. We generally keep digital files and documents for seven years or longer if required by law.

## 5 Our Liability to you

- 5.1 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.
- 5.2 Our duty of care is to you as our client and does not extend to any third party. Any rights under the *Contracts (Rights of Third Parties) Act 1999* are excluded.
- 5.3 We will not be liable for advice given where we instruct other professional advisors on your behalf or for payment of their fees and expenses.
- 5.4 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.
- 5.5 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.
- 5.6 Nothing in these engagement terms limits any liability that cannot legally be limited.

## 6 Anti-money laundering

- 6.1 The law requires solicitors to get satisfactory evidence of the identity of their clients (and sometimes related parties) and on source of funds (where applicable). This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money.
- 6.2 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 identity by:
- 6.2.1 searching a third-party database (this may leave a footprint on your credit file, but it will not affect your credit rating);
  - 6.2.2 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.

- 6.3 We will not usually charge you any fees in addition to the fees we have quoted for the checks that we undertake, unless the checks are more than we had reasonably anticipated (e.g. if our client is a business and it has a complicated ownership structure, if a third party pays funds to us or if the source of funds information is not simple). If additional fees are needed for compliance checks we will notify you in advance.
- 6.4 We will not be able to proceed further until all compliance matters and any further checks have been carried out on you. Should we consider, at any time and at our sole discretion, whether as a result of checks we have carried out or otherwise, that it would be inappropriate for us to continue to act for you, we will notify you accordingly in writing. In such circumstances, we reserve the right to charge you fees for services carried out up to that point, based on time spent carrying out such services.
- 6.5 If we agree to start work before you have provided all the identity documents 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 will still be responsible for our fees relating to the services that have been provided.
- 6.6 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**).
- 6.7 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.
- 6.8 There may be circumstances in which we consider 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 is a result of making any reports to NCA or ensuring compliance with our statutory obligations.
- 6.9 You agree to notify us promptly if it is anticipated that any payment will be paid into our client account by any third party (a third party is any person other than our client). In these circumstances we will not be able to proceed

further until all compliance matters and any further checks have been carried out. We may charge you for the cost of our time undertaking these additional checks and for the cost of any associated search fees.

- 6.10 You acknowledge that we cannot pay any money on your behalf to any party not directly related to the transaction on which we are advising.

## 7 Client funds

- 7.1 Where we notify you of our client account or other bank account details you must keep them confidential to protect against abuse.
- 7.2 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.
- 7.3 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.
- 7.4 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**). These can be found at [www.sra.org.uk](http://www.sra.org.uk).
- 7.5 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 compliance with the 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.
- 7.6 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.
- 7.7 We may use any money 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. Any residual balance of £20 or less on your account at the end of your matter may be charged to you as an administration fee.
- 7.8 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.
- 7.9 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.

## 8 Our fees

- 8.1 Unless agreed otherwise in writing our charges will be calculated in accordance the rates advertised on our website: [www.radiuslaw.co.uk/fees/](http://www.radiuslaw.co.uk/fees/).
- 8.2 We invoice every month for work done in the prior month. If we have agreed a fixed fee with you, we will invoice you each month the agreed fixed fee, divided by the estimated number of months to complete the work.
- 8.3 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.
- 8.4 We quote fees exclusive of Value Added Tax (**VAT**). We add VAT to our invoices at the prevailing rate as applicable.
- 8.5 We prefer payments by bank transfer. Cash payments are not accepted and payments by cheque will be subject to a £100 administration fee.
- 8.6 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:

- 8.6.1 interest at 8% above the current Bank of England base rate until the payment is made; and
- 8.6.2 an administration charge of £75 per hour for the time we spend pursuing or collecting the outstanding debt.

8.7 If you have any problems with a bill please see the guidance in section 12 (**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.

8.8 Unless otherwise agreed in writing you must pay all bills in sterling. If bills are not paid in sterling and we suffer exchange-rate losses, or incur currency conversion charges or other bank charges, we reserve the right to charge additional sums to cover such items.

8.9 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.

8.10 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.

## 9 Costs on Account

9.1 In appropriate cases we may need to ask you for a payment on account of costs, disbursements and VAT. The amount we may require depends on the circumstances and will be notified to you once we have assessed your requirements. These monies will be retained by us in our client account.

9.2 From time to time, we may ask you to 'top-up' the client account so that it does not fall below a level we set. Any funds in excess of our fees will be returned to you after the completion or termination of our services.

9.3 If costs on account are required we reserve the right not to start or to continue work for you until we have received these monies.

## 10 Termination

10.1 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.

10.2 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 will charge for services provided in accordance with the hourly rates prevailing at the relevant time. All our rights set out in our Engagement Terms will continue to apply even if we terminate the agreement between us.

## 11 Cancellation

11.1 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, under the *Consumer Contracts Regulations 2013*, you may be entitled 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.

11.2 To meet the cancellation deadline stated in section 11.1, it is enough for you to send us your communication concerning your exercise of the right to cancel before the cancellation period has expired. Whilst you are not required to do so, you may use the model cancellation form below to communicate your cancellation request to us.

### Model cancellation form

To: Radius Law Limited, Kinetic Business Centre Theobald Street Elstree Hertfordshire WD6 4PJ.

I/We [\*] hereby give notice that I/We [\*] cancel my/our contract for legal services. Ordered on [\*]

[Name of consumer(s)], [Address of consumer(s)], [Signature of consumer(s) (only if this form is notified on paper)],  
[Date] [\*]

\*Delete or complete as appropriate

## 12 Complaints

12.1 We want to give you the best possible service. However, if at any point you become unhappy or concerned about the service, we have provided then you should inform us immediately, so that we can do our best to resolve the problem.

- 12.2 In the first instance it may be helpful to contact the person who is working on your case to discuss your concerns and we will do our best to resolve any issues. If you would like to make a formal complaint, then please contact our Managing Director, Iain Larkins. Iain's contact details are available on our website [here](#). Making a complaint will not affect how we handle your case.

#### **What to do if we cannot resolve your complaint**

- 12.3 The Legal Ombudsman can help you if we are unable to resolve your complaint ourselves. They will look at your complaint independently and it will not affect how we handle your case.

Before accepting a complaint for investigation, the Legal Ombudsman will check that you have tried to resolve your complaint with us first. If you have, then you must take your complaint to the Legal Ombudsman:

- 12.3.1 within six months of receiving a final response to your complaint; and
- 12.3.2 no more than six years from the date of act/omission; or
- 12.3.3 no more than three years from when you should reasonably have known there was cause for complaint.

If you would like more information about the Legal Ombudsman, please contact them.

Visit: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

Call: 0300 555 0333 between 9.00 to 17.00.

Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

Legal Ombudsman PO Box 6806, Wolverhampton, WV1 9WJ

#### **What to do if you are unhappy with our behaviour**

- 12.4 The Solicitors Regulation Authority can help if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic.

Visit their website to see how you can raise your concerns with the [Solicitors Regulation Authority](#).

### **13 Recruitment of our employees or consultants**

You agree that if you directly or indirectly engage any of our employees or consultants (except where you have instructed them through us) you will pay us an introduction fee. The introduction fee will be 30% of any payments made to them in the first year that they are engaged directly or indirectly by you and will be payable at the end of that first year.

### **14 Guarantee**

- 14.1 If our client is a limited company or limited liability partnership and our engagement is agreed to by a person who, at the time of engaging us, is a director, partner or shareholder of our client, that person will be a **Guarantor**. The Guarantor guarantees to us that:

- 14.1.1 our client will perform all its obligations under these engagement terms; and
- 14.1.2 if our client fails to pay any fees owed to us, that he or she will personally and promptly pay those fees.

- 14.2 It is agreed that the Guarantor's liability under this Guarantee will not be affected by any act or omission by us that might otherwise release the Guarantor from this liability, including: (i) any time or waiver granted by us; (ii) any variation, renewal or extension of this Agreement. In consideration of the Guarantor entering into this Guarantee we will pay the Guarantor £1.

### **15 General**

- 15.1 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 will form part of our engagement terms.
- 15.2 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.
- 15.3 If any term in our engagement terms is found to be illegal, invalid or otherwise unenforceable, then that provision will, to the extent necessary, be severed and will be ineffective, but without affecting any other term.

### **16 Definitions**

- 16.1 In our engagement terms:

- 16.1.1 **we, us, our,** and **Radius Law** refer to Radius Law Ltd (and any successor practice);
- 16.1.2 **you** and **your** refer to our client;
- 16.1.3 **Guarantor** has the meaning given to it in section 14;
- 16.1.4 **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;
- 16.1.5 **services** means all services we provide to you.