

# decoded.legal terms of business

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## About this document

This document sets out decoded.legal's general terms of business. Together with any letter of engagement, they form the basis on which decoded.legal provides you with legal advice.

"We", "us", "our" and "decoded.legal" means decoded:Legal Limited.

## Your right to complain

We want you to be delighted with our services, so please talk to us if, at any point, this is not the case.

You also have a formal right to complain, and our complaints procedure is available at <https://decoded.legal/complaints.html>

## Regulators and registrations

decoded.legal Limited is:

- authorised and regulated by the Solicitors Regulation Authority (626329)
- a company registered in England and Wales (9856909)
- registered as a data controller with the Information Commissioner's Office (ZA152364)

<b>About this document</b>	<b>1</b>
<b>Your right to complain</b>	<b>1</b>
<b>Regulators and registrations</b>	<b>1</b>
<b>1. Scope of our services</b>	<b>3</b>
<b>2. How we offer our services</b>	<b>3</b>
<b>3. Amendment of rates</b>	<b>4</b>
<b>4. Expenses</b>	<b>4</b>
<b>5. Instructing others as your agent</b>	<b>4</b>
<b>6. No liability for recommendations</b>	<b>4</b>
<b>7. Billing</b>	<b>4</b>
<b>8. Confidential Information</b>	<b>5</b>
<b>9. Anti-money laundering</b>	<b>5</b>
<b>10. Electronic communications</b>	<b>5</b>
<b>11. Your files</b>	<b>6</b>
<b>12. Data protection</b>	<b>6</b>
<b>13. Termination</b>	<b>7</b>
<b>14. Our liability to you</b>	<b>7</b>
<b>15. Application of these terms and amendments</b>	<b>9</b>
<b>16. Law and jurisdiction</b>	<b>9</b>

## 1. Scope of our services

We provide advice on the laws of England and Wales.

## 2. How we offer our services

We can supply our services to you in a number of different ways:

- Fixed fee projects
- Hours-per-month retainers
- Per hour worked

Each has some specific terms associated with it.

### 2.1. Fixed fee projects

This is where we provide an agreed scope of work for a fixed price. Even if it takes longer than we estimated to carry out the work, you pay the same fixed price.

If it is a relatively simple piece of work, we can probably agree one price and date for the whole piece of work. For things which are more complicated, we can break it down into stages and agree a price and a delivery date for each stage.

We will agree the scope of the project with you in writing, along with any pre-conditions for the fixed fee rate. If the scope changes or the pre-conditions are not met, the price may change too. If the scope changes and the price rises, you can ask us to stop working on the project and pay us only for the work we have done up until that point.

If you have a role to play in delivering the project, this forms part of the project scope and, if you do not perform your role in a suitable and timely manner, this counts as a change in scope.

### 2.2. Hours-per-month retainers

Under this arrangement, you pay for a fixed number of hours of advice on a monthly basis. You can then use those hours as you wish.

We aim to be flexible over this and we may be able to carry over a few hours to the next month, or borrow a few hours from the next month, but this depends on our volume of work and other commitments. However, you do not get a refund or a discount if you do not use all your hours.

If you want to decrease your number of hours, you must give us 30 days' notice.

If you want to increase your number of hours, just ask, and we will do our best to help you out. Because we have to check what other commitments we have, to make sure that we are available to give you those extra hours, we will need to agree any increase in hours with you.

If you ask us to travel to a meeting or other event, the time we spend travelling, including waiting time, comes out of your monthly number of hours, as well as the time spent at the meeting itself. We will try to make the most efficient use of this time for you by working on your matters.

### 2.3. Per hour worked

Unless we agree otherwise (such as a fixed fee project), we work on a "per hour worked" basis, in which you pay for the number of hours, or parts of hours, we work on your matters at our standard rates, which will have been set out in our letter of engagement.

If you ask us to travel to a meeting or other event, we charge the same rate for the time we spend travelling, including waiting time, as well as the time spent at the meeting itself. We will try to make the most efficient use of this time for you by working on your matters.

### **3. Amendment of rates**

We may review our rates from time to time, and we will let you know if there are any changes that affect you. Of course, if we have agreed a fixed price with you for a project, this price does not change just because we have increased our rates.

### **4. Expenses**

#### **4.1. Travel expenses**

We will only travel at your specific request. Unless specifically listed in a scope of work, travel expenses — such as train tickets, mileage, parking, hotel accommodation and meals — are not included within our prices, and we will charge you for these at the price we pay or, in the case of mileage, at 40p/mile.

Where the cost of an individual trips costs less £150, we will treat your request for us to travel as agreement to pay the travel costs.

Where the cost of an individual trip is £150 or more, we will agree the cost with you in advance, so that there are no nasty surprises.

#### **4.2. Paper, printing and postage**

We aim to be paperless as far as possible. If you want us to produce things on paper for you — such as paper copies of contracts, or to correspond by letter — we will charge £0.50 plus VAT per page, plus the cost of postage.

### **5. Instructing others as your agent**

If you ask us to instruct other professionals on your behalf, we may consider doing so, but only as your agent.

This means that you (not us) will be entering into a contract with the other professional, and you will be responsible for paying their bills and ensuring the quality of their work.

### **6. No liability for recommendations**

Sometimes, we may feel we can assist by recommending other professionals to provide advice or services.

If we do make a recommendation, it is given in good faith, and you are responsible for checking that the person recommended is suitable for your needs, and we accept no liability if it turns out that they are not, or if they do not perform adequately.

We neither pay, nor accept, referral or recommendation fees.

### **7. Billing**

#### **7.1. How and when we bill**

We will bill you monthly, unless we agree otherwise with you.

If we incur any significant costs in working for you, we may send you a bill for those at any time.

We will send bills to you by email.

#### **Billing formalities**

It is your responsibility to tell us if we need to include particular information on our bill (such as a purchase order number, or supplier reference). If you do not tell us this before we issue a bill, the bill is still valid, and you are still responsible for paying it on time.

If you need to verify our bank account information, or, indeed, any other information, before paying our bill, please make sure you leave sufficient time to do this before payment is due.

#### **7.2. Payment is due 30 days after sending**

Payment of any bill is due 30 days after we send it to you. You must make payment directly into our bank account. We will provide you with the details of this with our first bill.

### **7.3. Bill queries, challenges or complaints**

If you have any queries about a bill, please speak to us as soon as possible. You have a right to challenge or complain about any bill we send you.

If any element of the bill is queried, you must still pay the part of the bill which is not subject to the query within the 30 day period.

You may also have a right to object to our bill by applying to the court for an assessment under Part III of the Solicitors Act 1974.

### **7.4. Late payment**

Please tell us if you will be late in paying a bill. You are still in breach, but at least you are being polite about it.

If you do not pay any undisputed amounts within 30 days, we may stop acting for you immediately. We may also invoice you for additional sums in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

## **8. Confidential Information**

We owe a duty of confidentiality to all our clients and former clients, and potentially to others. This means that we will keep your confidential information confidential.

### **8.1. No duty to disclose**

You agree that any duty owed to you does not include an obligation to disclose to you, or use on your behalf, any documents or information in our possession if to do so might be a breach of our duty of confidentiality to another party.

If we determine before accepting your instructions that we would not be able to act in your best interests without disclosing or using the confidential information of another person, we will not accept your instructions. If this becomes apparent after having accepted your instructions, we may terminate our agreement

in respect of that matter if it would be inappropriate for us to continue to act for you.

### **8.2. Permitted disclosure**

We may disclose your confidential information if we are permitted or required to do so by law, by our professional rules, or if we are required to do so by our insurers.

In some circumstances, we may not even be able to tell you that we have disclosed information about you — for example, if doing so would put us in breach of a “tipping off” offence, such as if we have a duty to report suspected money laundering.

## **9. Anti-money laundering**

Anti money-laundering legislation applies to solicitors and, because of this, we will attempt to verify your identity and to obtain evidential documents to confirm that verification. If we are not able to make this verification to our satisfaction, we will be unable to act for you.

If we have a suspicion of money laundering, we may be required to disclose this to the authorities. We do not accept any liability for any damage caused by our compliance with any disclosure requirement.

We may not be able to inform you that a disclosure has been made or of the reasons for it because the law prohibits ‘tipping off’.

## **10. Electronic communications**

We try to work paperlessly, and we will correspond with you wherever possible using electronic means — usually, this means email and phone calls.

### **10.1. Security**

We like to use PGP/GPG-encrypted email and, if you would like us to do so, please send us your public key, or ask us and we will look up your address on a keyserver.

If you do not send us a public key or ask us to use PGP/GPG, we will treat this as an instruction to use unencrypted email, and that you are happy with the security of this.

If you have specific security requirements, or would like to discuss additional security mechanisms, please ask.

### **10.2. Other communications systems**

If you want us to use other communications facilities — for example, a laptop supplied by you, or a particular online service — please do just get in touch, and we will see what we can work out.

### **10.3. We monitor communications**

We monitor and record communications to and from decoded.legal, including phone calls.

## **11. Your files**

### **11.1. Retention**

We will store electronic copies of the work we do for you for seven years after each matter is closed. We may destroy them after that time.

### **11.2. Destruction**

As we work paperlessly, we will generally scan any hard copy documents received and then destroy the hard copy immediately.

If a document looks on a quick glance like something which you might want to keep in original form, we will let you know, for you to make a decision — if we do not hear back with you in a reasonable time, we will either send the hard copy document to you or else destroy it.

### **11.3. If you do not pay your bills**

We are entitled to keep your files and documents (hard copy or electronic) if you owe us money.

## **12. Data protection**

### **12.1. If we are a controller**

As a specialist advisor, we are likely to be the controller in respect of any personal data you give us.

We will comply with all applicable data protection laws, and you agree to do the same.

If you become aware that you have given us incorrect or inaccurate personal data, or give us personal data without an appropriate lawful basis, you must tell us as soon as you reasonably can.

You can see our privacy and data handling policy at:

[https://decoded.legal/privacy\\_notice.html](https://decoded.legal/privacy_notice.html)

### **12.2. If either of us is the other's processor**

References in this clause 12.2 to a Regulation are to regulation 2016/679/EC. References to an Article are to an Article of the Regulation. Capitalised terms in this clause have the meaning defined by the Regulation.

If, in respect of any Personal Data, either of us acts as the other's Processor, this clause 12.2 shall apply in respect of such Processing.

The Processor shall:

Process the Personal Data on documented instructions from the Controller only, including with regard to transfers of Personal Data to a third country or an international organisation;

unless prohibited by law, notify the Controller before Processing the Personal Data, if the Processor is required by any law of the European Union or the law of one of the Member States of the European Union to act other than in accordance with the instructions of the Company; or immediately, if, in the Processor's opinion, any of the Controller's instructions infringes the Regulation or other Union or Member State data protection provisions;

obtain the Controller's prior written authorisation before engaging another data processor and shall respect the conditions referred to in paragraphs 2 and 4 of Article 28 for any such engagement. The Processor shall be liable for the acts and omissions of its Sub-processors, and the Processor shall ensure that the Sub-processor contract (as it relates to the Processing of Personal Data) is on terms which are substantially the same as, and in any case no less onerous than, the terms set out in this clause 12.2;

comply with clause 8 (Confidential Information) in respect of such Processing, and the Personal Data shall be "Confidential Information";

take all measures required pursuant to Article 32;

taking into account the nature of the Processing, assist the Controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Controller's obligation to respond to requests for exercising the Data Subject's rights laid down in Chapter III of the Regulation;

provide reasonable assistance to the Controller on written request by the Controller in ensuring compliance with the Controller's obligations pursuant to Articles 32 to 36, taking into account the nature of Processing and the information available to the Controller;

at the Controller's choice, delete or return all the Personal Data to the Controller after the end of the provision of the Services relating to the Processing, and delete existing copies unless Union or Member State law requires storage of the Personal Data;

at Controller's cost and following written agreement as to the details make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28, and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller; and

notify the Controller without undue delay if the Processor becomes aware of a Personal Data Breach.

## **13. Termination**

### **13.1.If you want to terminate your instructions**

You may terminate your instructions to us in writing at any time.

### **13.2.If we need to terminate our engagement**

We will only decide to stop acting for you with good reason — such as if you do not pay your bills, or if a conflict of interest arises — and on giving you reasonable notice.

### **13.3.You will pay for work already done**

In either case, you will pay for the work we have done for up until the point of termination, and any costs incurred.

## **14. Our liability to you**

We will use reasonable skill and care in providing our services to you. However, we limit our liability to you for claims for breach of contract, breach of duty, negligence and for claims otherwise arising out of or in connection with our engagement or the services we provide, in the ways described below.

You can only enforce your rights in respect of any breach on our part of the terms of engagement to act for you if you give us notice in writing, including all significant details of the claim, on or before the first anniversary of the date on which the breach occurred.

Nothing in this section of these terms of business shall restrict our liability for any kind of loss, damage or liability which cannot or must not be excluded or limited under English law, including the binding rules governing the conduct of solicitors.

#### **14.1. Maximum liability of £3 million**

Our liability extends only to the legal advice and legal services we provide on matters upon which you have actually instructed us, and is limited to £3 million.

#### **14.2. You are responsible for your decisions**

Our advice may involve us expressing an opinion as to accepting an element of commercial or legal risk. Where this is the case, you accept that this is an expression of opinion and not a statement of fact. Any subsequent decision by you remains your responsibility.

#### **14.3. You are responsible for any information you give us**

We rely on you for the completeness and accuracy of the information and documentation you provide. We will not be liable to you for any losses if you (knowingly or not) give us false, misleading, or incomplete information or documentation.

#### **14.4. No personal liability**

Any liability owed to you in respect of matters upon which you have instructed us is owed solely by decoded.legal Limited, and you agree that no personal responsibility is accepted by any individual towards you or anyone else, and that you have no claim against any individual.

#### **14.5. No liability for some types of loss**

Our liability, whether to you or any third party, on any and every basis other than wilful misconduct, excludes liability for the following losses, whether direct or indirect:

- loss of profits
- anticipated savings
- goodwill / loss of opportunity

- any indirect or consequential loss or damage.

#### **14.5. No liability for changes in the law**

We do not accept responsibility for changes in the law or its interpretation that occur after we have advised you, or which we could not reasonably have known at the time at which we advised you.

If you want us to provide a service which consists of monitoring changes in the law, perhaps relating to a particular product or service that you offer, please let us know, and we can see how we could provide such a service to you as ongoing advice.

#### **14.6. No liability to third parties**

We provide our advice to you, the person or company named in our retainer, and not for the benefit of any third party.

The Contracts (Rights of Third Parties) Act 1999 is excluded.

We are not responsible for losses suffered by any other person who may rely upon, or act, or fail to act upon, our advice to you.

#### **14.7. No liability for the acts or faults of others**

We will not be liable to you for losses due to the acts or omissions of anyone other than our directors, employees or subcontractors.

#### **14.8. No liability for losses outside our reasonable control**

We will not be liable for any losses arising from any cause beyond our reasonable control.

#### **14.9. No more than our fair share of liability**

If we are responsible for any loss suffered by you, our liability for that loss will be limited to a fair proportion of your total loss calculated by reference to the extent of our responsibility.

If you have engaged others to represent or advise you on a matter in which we are involved and you agree with any of them that their liability to you will be limited, you agree that our liability to you will not exceed the amount which would have applied in the absence of that limitation.

## **15. Application of these terms and amendments**

These terms supersede any previous terms we may have agreed with you and they apply to any services we provide to you.

If we want to change these terms, we will send an updated copy to you. We will try to keep any changes reasonable, and we hope that you will be happy with them but, if you are not, please let us know within 14 days of us sending them to you. If we do not hear from you, the new terms will take effect 14 days from the date on which we sent them to you.

## **16. Law and jurisdiction**

Our agreement with you is governed by English law and subject to the exclusive jurisdiction of the English courts, except for the collection of unpaid fees which we may pursue in any appropriate jurisdiction.