



Solicitors & Family Office
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TERMS OF BUSINESS

1. Application

These Terms of Business apply to all work undertaken by Red Square (London) Ltd, trading as RSL-LAW (“**RSL-LAW**”) for the client (“**You**”). Together with the general agreement for the provision of legal services (the “**Engagement Letter**”) they confirm the contract between us. Your signature of a copy of the Engagement Letter amounts to Your acceptance of both the terms of the Engagement Letter and these Terms of Business.

2. Primary Obligations

- We will uphold the rule of law and the proper administration of justice We will act with integrity;
- We will not allow our independence to be compromised;
- We will act in the best interests of each client;
- We will provide a good standard of service;
- We will not behave in a way that is likely to diminish the trust the public in us or the legal profession.

3. Responsibilities

3.1 Our Responsibilities

We will:

- agree with You the scope of the work to be done and the fees to be charged; the agreement will be documented in the Engagement Letter and/or additional agreements as agreed between us, which we will ask You to sign before we start chargeable work on the matter;
- update You regularly by telephone, e-mail or in writing on the progress of Your matter(s), including any changes to our estimates of timescale and or costs given in the Engagement Letter and/or additional agreements;
- advise You of any reasonably foreseeable circumstances and risks that could affect the outcome of Your matter(s);
- advise You of any changes in the law that affect Your matter(s);
- update You on the likely effects on the outcome where there is a change in the circumstances of Your matter(s);
- communicate with You in plain language *and, where appropriate, provide translation in Russian;*
- review Your matter regularly;
- treat You fairly and with respect.

RSL-LAW is the trading name of Red Square (London) Ltd, registered in England and Wales
Companies House No: 7975086
VAT Registration No: 150 4089 34

Red Square (London) Ltd is authorised and regulated by the Solicitors Regulation Authority - SRA No: 591917



3.2 Your Responsibilities

You will:

- provide us with clear, timely and accurate instructions;
- provide all documents and information that we reasonably request;
- safeguard any documents that may be required for Your matter, including documents that You may have to disclose to another party;
- consider at every stage whether You are content to continue bearing the estimated costs.

4. **Continuity of Representation**

We will always try to maintain continuity in respect of the person responsible for Your matter(s) within RSL-LAW; occasionally another fee-earner may need to take over responsibility for Your matter(s), in which case we will notify You, except in the case of holidays, short-term illness or other temporary non-availability.

5. **Fees and Costs**

- 5.1 Our fees will be fair, taking into account the time and expertise involved, and may be charged on an agreed-fee or an hourly fee basis, depending on the circumstances of the matter. The Engagement Letter and/or additional agreement will specify the basis on which we will charge You and the arrangements concerning our expenses and any payments made on Your behalf to other people or organisations (known as disbursements).
- 5.2 The Engagement Letter and/or additional agreement will also contain an estimate of the total cost of the matter, including our fees, expenses and known disbursements. We will notify You if that estimate changes, at which point You may need to consider continued affordability.
- 5.3 In the case of a fixed fee arrangement, we reserve the right to increase the fee if the matter proves to be more complex than expected at the outset. We will notify You of the increase and the reasons for it and request Your agreement before proceeding further.
- 5.4 The hourly rates charged for our various grades of staff are available on request. The rates to be charged for staff members involved in Your matter(s) will be specified in the Engagement Letter and/or additional agreement.
- 5.5 Except where otherwise agreed, we will issue an interim invoice in respect of work undertaken at regular intervals (normally monthly) or where the value of the work exceeds £1000, whichever comes first. We will render a final invoice on completion of the matter. For conveyancing matters we will only issue an invoice on completion unless there is an agreement for part payment on exchange of contracts.
- 5.6 Unless otherwise agreed in writing, invoices must be paid within 14 days of receipt. We reserve the right to charge interest for late payment at the rate for the time being payable on judgement debts. We also reserve the right to use any funds held on Your behalf to settle any monies due to us unless You notify us in writing to the contrary.
- 5.7 We will normally ask You to make payments on account to cover costs that that we may have to pay on Your behalf or to cover all or part of our estimated fees. The amount required will be specified in the Engagement Letter and/or additional agreement.

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- 5.8 If Your matter is terminated before completion due to circumstances outside our control we reserve the right to charge You for the work done to that point and for any expenses incurred and/or disbursements made. Unless otherwise agreed, our charges for work done will be based on the hourly rates quoted in the Engagement Letter and/or additional agreement.
- 5.9 We prefer to accept payment by Electronic Transfer. Details of the relevant bank account are contained in the Engagement Letter and/or additional agreement. Please notify us when a payment is made and we will subsequently confirm receipt to You. We also accept payment by cheque. We only accept payment by cash up to a total of £1000. We do not currently accept payment by Debit or Credit Card.
- 5.10 Where we have to pay money to You it will normally be paid by bank transfer; payment by cheque will only be considered for amounts less than £1000. We will not make payments in cash or to a third party. We require your bank details for payment at the outset of your matter.
- 5.11 If Your matter is funded in total or in part by a third party, please ensure that You notify us at the beginning of the matter.
- 5.12 You may wish to set a limit on the amount fees that cannot be exceeded without Your specific authority. Please consult the person handling Your case if You wish to do that.
- 5.13 RSL-LAW does not deal with legally aided or publicly funded matters.

6. Regulated Services

RSL-LAW is authorised and regulated as an Alternative Business Structure ('ABS') by the Solicitors Regulation Authority ('SRA'), Ipsley Court, Berrington Close, Redditch, B98 0TD. That means we can provide legal services that fall within the remit of a fully qualified solicitor ('Regulated Matters') and other services that are not traditionally provided by a solicitor's firm (Non-regulated Matters). For Regulated Matters we are governed by the SRA Code of Conduct and other professional rules, including strict accounting rules, that can be accessed on SRA's web site at www.sra.org.uk. For Non-regulated Matters, although not required to, we follow the same guidelines.

7. Data Protection

- 7.1 RSL-LAW is registered with the Information Commissioner as a Data Controller under the Data Protection Act 1998. We are compliant with the requirements of the General Data Protection Regulations (GDPR), which came into force in May 2018.
- 7.2 We use the information You provide, including personal information as defined by GDPR, primarily for the provision of legal and other services to You. We may also use elements of your personal information, primarily contact details, to keep you updated on legal developments that may affect or interest you and for general marketing purposes.
- 7.3 Our use of this information is subject to Your instructions, the Data Protection Act, GDPR, and our duty of confidentiality.
- 7.4 Please note that our work for You may require us to give information to third parties such as counsel and other professional advisers. We always arrange a confidentiality agreement with these third parties. External firms or organisations may conduct audit or quality checks on our practice and they are also required to maintain confidentiality in relation to Your files.

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- 7.5 Under the data protection legislation, You have the right to:
- be notified of the personal information we hold about you;
 - require personal information to be removed from our records, provided it is not required by regulation to be retained;
 - require us not to use your personal information in particular ways.
- 7.6 In accordance with SRA and HMRC regulations, we will keep our hard-copy and electronic files relating to Your matter(s) for six (6) years from the date of completion, except for those papers that You ask to be returned to You. We keep files on the understanding that we can destroy them six years after the date of the final invoice. We will not destroy documents You ask us to deposit in safe custody.
- 7.7 If we take papers or documents out of storage in relation to continuing or new instructions to act for You, we will not normally make a charge for the retrieval. However, we may charge You for:
- time spent producing stored papers or electronic that are requested by You;
 - Reading, correspondence or other work necessary to comply with Your instructions in relation to the retrieved papers or electronic files.
- 7.8 For more details of how we safeguard your information, please see our Privacy Notice attached.

8. Right to Cancel

- 8.1 You have the right to cancel your contract with us without giving any reason up to 14 days after we receive your signed Engagement Letter.. (Note that this right does not apply to contracts negotiated and signed entirely at our premises, which is a rare case).
- 8.2 To cancel the contract you must send us notice in writing, e-mail or letter, within the 14-day cancellation period. That will end the obligations of both RSL-LAW and You to the contract. Within 14 days of receiving the cancellation notice we will reimburse any monies paid to us by You and return any original documents you may have given us. We will make no charge for this, although there may be a bank charge for monies transferred to bank accounts outside the UK.
- 8.3 We will not normally do any work on your matter(s) within the cancellation period. However, if the matter is urgent, you may request us to start work on your matter before the end of the cancellation period. The request must be made in writing, either by e-mail or letter. If you subsequently decide to cancel the contract within the cancellation period we will charge you for the work done, such charge being based on the hours worked and the charge rates specified in the Engagement Letter, plus any disbursements made on your behalf and costs incurred.

9. Terminating Your Instructions

- 9.1 After the cancellation period mentioned above (section 8) You may end Your instructions at any time by giving us notice in writing (unless we have an on-going legal responsibility, for example as an executor or trustee). We can keep certain of Your papers and documents (hard copy and electronic) while there is money owed to us for fees or expenses.
- 9.2 We can decide to stop acting for You with good reason in which case we will give You reasonable notice.

- 9.3 If You or we decide that we should stop acting for You, You are liable to pay our charges up to that point. Those are calculated on the hourly rates set out in the Engagement Letter and/or additional agreement. In litigation matters You are also responsible for providing a signed Notice of Change to us. We will provide that to You should the need arise.

10. Anti-Money Laundering Checks

- 10.1 We are required by law to get satisfactory evidence of the identity of our clients and sometimes people related to or associated with them. To comply with the law we have to get evidence of Your identity as soon as possible. This is often done electronically, although we may also ask for sight of original documents.
- 10.2 We may also have to verify the source of funds used for transactions in Your matter(s).
- 10.3 We are professionally and legally obliged to keep Your affairs confidential. However, solicitors are legally obliged to make a disclosure to the National Crime Agency in cases where they know or suspect that a transaction may involve money-laundering or terrorist financing. If we make a disclosure in connection with Your matter we may not be able to tell You that a disclosure has been made. We may have to stop working on Your matter for a period of time and may not be able to tell You why.

11. Confidentiality

- 11.1 The information and documentation You provide us is confidential and subject to legal professional privilege unless stated otherwise in this document or in the Engagement Letter and/or additional agreement, or if we advise You otherwise during the conduct of the matter.
- 11.2 We cannot guarantee the security of information transmitted by e-mail or mobile phone. In the Engagement Letter you will be asked for your consent to receive information by those means.

12. Complaints

- 12.1 We are committed to providing high quality legal advice and client care. If You are unhappy about any aspect of the service You receive or about a bill please make Your concerns known to the person identified in the Engagement Letter and/or additional agreement as being responsible for Your work. If that does not resolve the problem to Your satisfaction or You would prefer not to speak to the person concerned, then please contact Ms Tatiana Sharposhnikova, the Compliance Officer for Legal Practice (COLP). Alternatively, You can contact our other Director, Mr Laurence Evanson-Goddard via our main telephone reception 0207 060 5333 or via e-mail laurie@rsl-law.co.uk
- 12.2 We have a written procedure that sets out how we handle complaints. It is available on request from our office.
- 12.3 If we have not resolved Your complaint satisfactorily within eight (8) weeks You can then ask the Legal Ombudsman to consider the complaint within six (6) months of the written response from RSL-LAW. The Legal Ombudsman is available at:
PO Box 8606, Wolverhampton, WV1 9WJ;
Tel 0300 555 0333 between 08.30 and 17.30
enquiries@legalombudsman.org.uk www.legalombudsman.org.uk

The time limit to take a complaint to the Legal Ombudsman is within six (6) years, starting from the date of the act or omission complained of, or three (3) years from when the nature of the complaint should have been known to You.

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12.4 The Legal Ombudsman deals with complaints from clients, prospective clients and very small businesses. Charities and trusts with annual income greater than £1 million and most businesses (unless they are defined as micro-enterprises) do not have the right to complain to the Legal Ombudsman.

13. Payment of Our Invoices

13.1 You are liable to pay our fees as set out in the Engagement Letter and/or additional agreement.

13.2 You have the right to challenge or complain about or bills (see section 11above). The procedure for challenging an invoice varies depending on whether it relates to a contentious matter (i.e. one involving court proceedings) or not.

14. Payment of Interest

14.1 The rate of interest paid on funds held on behalf of clients is the rate set by Lloyds Bank Plc for its Client Call Accounts (currently 0.1%).

14.2 RSL-LAW only makes payments of interest over £20.

14.3 In certain circumstances, depending on the sum held on the client's account (normally in excess of £500,000) and the period it is to be held for, RSL-LAW will explore the possibility of using higher interest accounts. Each case is considered on its merits and depending on the accounts available at the time at the banking facilities RSL-LAW normally uses. All interest in these circumstances will be repaid to the client.

14.4 Interest is paid gross and it is Your responsibility to declare it to Her Majesty's Revenue and Customs (HMRC).

15. How We Handle Money Held on Your Behalf

- 15.1 We hold monies on Your behalf as trustee and deposit those funds in accordance with SRA Account Rules in Client Call Accounts with Lloyds Bank Plc.
- 15.2 In the unlikely event of the bank failing it is unlikely that we will be liable to You for any monies lost. In these circumstances You may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Please note that the FSCS limit on claims (currently £85,000) applies to the total amount held by one individual in any one financial institution regardless of which account the monies are held in. Therefore, if You hold other personal money in the same bank that we hold Your client funds (currently Lloyds Bank Plc) the limit remains £85,000 in total. You should be aware that some financial institutions trade under different names but constitute part of the same bank for FSCS purposes.

16. Investment Advice Services and Debt Collection

- 16.1 We are not authorised by the Financial Conduct Authority (FCA). If, while we are acting for You, You need advice on investments we may refer You to someone who is authorised to provide such advice.
- 16.2 We may provide certain limited investment advice services where these are closely linked to the legal work we are doing for You. That is because we are members of the Law Society for England and Wales, which is a designated professional body for the purposes of the Financial Services and Marketing Act 2000.
- 16.3 The SRA is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If You are unhappy with any investment advice You receive from us You should raise Your concerns with either of those bodies.
- 16.4 We do carry out debt collection services on behalf of our clients as one of the 'Family Office' services we can offer as an SRA registered 'Alternative Business Structure'.

17. Limit of Liability

- 17.1 We have professional indemnity insurance giving cover for claims against RSL-LAW. Details of that insurance, including contact details of the insurer and territorial coverage of the policy, can be inspected at our office or made available on request,
- 17.2 Our maximum aggregate liability to You in this matter will be £5 million, including interest and costs, unless we expressly state a different figure in the Engagement Letter and/or additional agreement.
- 17.3 We will not be liable for any consequential, special, indirect or exemplary damages, cost or losses or any damages, cost or losses attributable to lost profit or opportunity.
- 17.4 RSL-LAW is the trading name of Red Square (London) Ltd, a limited liability company registered in England, registration number 7975086. That means that its Directors, shareholders and employees are not personally liable for any acts or omissions by the company unless the law requires otherwise. This does not limit or exclude liability of the company for the acts or omissions of its Directors or employees. We can only limit our liability to the extent that the law allows. In particular we cannot limit liability for death or personal injury caused by negligence.

18. Equality and Diversity

RSL-LAW is committed to supporting equality and diversity in all our dealings with clients, third parties and employees. Please contact us if You would like a copy of our Equality and Diversity policy.

19. Future Instructions

Unless otherwise agreed these Terms of Business will apply to all future instructions You give us.

20. Translated Versions

Where these Terms of Business and the accompanying Engagement Letter and/or additional agreement, or any other document related to Your matter(s) are translated into another language, for example Russian or Arabic, You will also be provided with a copy of the English version. In the case of any dispute in relation to the meaning, the English version will take precedence.

21. Applicable Law

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 courts of England and Wales.