



## Terms of Business

### 1. Introduction

The words 'we', 'us', 'our' and 'the firm' mean Paladin, which is a trading name of Paladin-Knight Ltd. The words 'you' and 'your' refer to you, our client.

These terms of business apply to all matters which we deal with on your behalf. We provide our services in accordance with these terms of business and those of the client care letter provided to you by us. In the event of any conflict between our terms of business and the client care letter, the provisions of the client care letter take priority unless otherwise stated.

Paladin-Knight Ltd is a company registered in England and Wales, registered no. 11463748, registered office Wildwood House, Hall Road, Barton Turf, Norfolk, NR12 8AR.

Paladin-Knight Ltd is authorised and regulated by the Solicitors Regulations Authority ('SRA'), SRA no. 651791. This means we are governed by the SRA Standards and Regulations and other professional rules, which you can access on the SRA's website ([www.sra.org.uk](http://www.sra.org.uk)) or by calling 0370 606 2555. We maintain professional indemnity insurance in accordance with the rules of the SRA. Details of the insurers and the territorial coverage of the policy are available for inspection at our registered office.

Our website is [www.paladin-knight.co.uk](http://www.paladin-knight.co.uk)

A Paladin director will be responsible for your work, either directly or in a supervisory capacity. We will tell you who will be dealing with your work on a day-to-day basis, including informing you of their name, position and contact details. We may also involve other fee-earners, for example more junior lawyers or trainee solicitors. We will try to avoid changing who handles your work and will ensure that there is no unnecessary duplication of work where multiple fee-earners are involved.

### 2. Liability for providing advice and services

Paladin will provide advice and services to you, and Paladin alone will be responsible for performing its obligations to you. No individual who is an officer, shareholder, employee or consultant will have any personal responsibility for provision of our advice and services, whether or not that person is described as a "director". You agree you will not intimate or bring any claim against any officer, shareholder, employee or consultant in connection with any advice or services (or both) we have provided to you, whether on the basis of contract, tort (including negligence), breach of statutory duty or otherwise. Paladin shall be responsible for any acts of failures by our officers, employees or consultants. The above exclusions and limitations will not operate to exclude or limit any liability which cannot lawfully be limited or excluded. In particular they do not limit liability for fraud, nor for causing death or personal injury by negligence, nor for negligence in contentious business insofar as the Solicitors Act 1974 s 60(5) precludes the exclusion of such liability.

### 3. Prevention of money laundering and terrorist finance

To enable us to meet our statutory obligations new clients may be asked to provide evidence of identity or documents relating to the formation of a company and, on occasion, information and evidence as to the source of their funding. We may have to stop acting for you if you do not give us this evidence. We will validate personal information given to us by you against appropriate third-party databases. By accepting these terms of business you consent to such checks being made. In performing these checks personal information provided by you may be disclosed to a registered Credit Reference Agency which may keep a record of the information. We will not perform a credit check and this is only done to confirm identity.

Our professional and legal obligation to keep your affairs confidential is subject to a statutory exception, which may require a solicitor who knows or suspects that a transaction on behalf of a client may involve money laundering or terrorist funding to make a disclosure to the National Crime Agency. If we are required to make a disclosure in relation to your matter we may not be able to inform you that a disclosure has been made. We may also have to cease acting for you for a period of time and may not be able to tell you the reasons for this.

### 4. Our core hours of business and holidays



# PALADIN

Our core hours of business are Monday to Friday 08.30 a.m. to 5.30 p.m. We are generally available for emergencies outside of these hours, but this is at our discretion and we have no obligation in this regard.

Our office is closed for all bank and public holidays, and it may be closed for other holidays for up to five working days each calendar year.

## 5. Conflict of interest

Our conflict of interest procedures help us observe our professional obligation not to act for a client where there is an actual or significant risk of a conflict of interest with another client for whom we are already acting or have acted.

If at any time you become aware of an actual or potential conflict of interest please raise it with us immediately.

Subject to our professional duties, we will always seek to resolve any conflict issues in the most advantageous way for the clients concerned. If a conflict of interest arises, however, after we have started acting for you, it is likely that we will have to stop acting on your behalf. You will appreciate that, in any event, you will be responsible for our charges up to that time.

## 6. Email communications

Unless you tell us otherwise, you agree to us communicating with you, including sending invoices and other confidential information, by normal, unencrypted email, using the email address(es) you have given us from time to time. You should be aware that there is a risk that emails may be intercepted, delayed or corrupted or may fail to be delivered. No guarantees are given that any email we send to you or on your behalf is secure. No do we guarantee that such emails are virus free. You are responsible for maintaining in place adequate anti-virus software.

## 7. Our charges and expenses

Our charges are generally based on the time we spend dealing with your matter on your behalf. We record our time in six minute units for all activities including (but not limited to) attending meetings; making and receiving telephone calls; sending and receiving emails and letters; reading, preparing and working on case papers; drafting documents; research; preparation of file notes; costs estimates; schedules and bills; preparation of court or tribunal documentation e.g. claim or defence/response, disclosure statements and lists, bundles, witness statements etc.; attendance at the employment tribunal or court, including travel and waiting time; instructing third parties on your behalf (e.g. counsel or a medical expert); and preparing detailed cost calculations.

The hourly rate applicable to your matter shall be agreed with you in advance. Hourly rates are reviewed from time to time and we reserve the right to increase our hourly rates at our discretion. You will be notified of any changes to the rates and you will then be bound by them should you require us to do any further work for you.

In addition to time spent, we may take into account a number of additional factors including any need to carry out work outside our normal office hours, the complexity of the issues, the expertise or specialist knowledge that is required, the speed at which action has to be taken or the value of the subject matter of your instructions. It is not always possible to indicate how these aspects may arise in advance but normally the quoted hourly rate given to you takes into account such factors. Where a charge reflecting any additional factors is to be added we will explain this to you.

We may alternatively agree with you in advance to charge a fixed fee for our work, and in this case our fees will be limited to the agreed amount unless the fees are subsequently varied by further agreement. We will often charge fixed fees for court and tribunal hearings.

We may alternatively enter into different funding arrangements with you such as conditional fee agreements or damages based agreements. Where we have not agreed to work on the basis of hourly rates or fixed fees, our fees will be based upon the terms set out in the documentation governing the separate funding arrangement.

We also charge for photocopying and printing and other related stationary at a commercial rate.

If for any reason a matter cannot be completed (or if you withdraw your instructions or if we cannot continue to act), we will charge for our work calculated on the time spent by us, together with any expenses incurred on your behalf.

For a matter which does not proceed, you will normally be responsible for our charges, even in a case where a third party would have been responsible for payment had the particular matter been completed.



# PALADIN

We shall add VAT at the prevailing rate to all charges where required by law to do so.

## Invoices and payment terms

We will normally send you interim invoices monthly before the conclusion of your matter. We will then send out a final invoice on the completion of the matter. Unless it is expressly stated to the contrary, any interim invoice will be the only and final invoice for the charges and expenses incurred for the period for which the invoice relates. Invoices may include disbursements that we have incurred on our behalf.

Once the matter is concluded we will send you a final invoice for all outstanding fees, disbursements and VAT, excluding any charges already included in interim invoices.

Invoices are due for payment upon issue and if they remain unpaid after the expiry of 7 days from the date of issue we reserve the right to charge interest on any amount outstanding from the due date until the date the invoice is paid. Interest shall be charged at the rate of interest prescribed for judgments from time to time. In the case of commercial debts we reserve the right to claim interest and recovery costs pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

We may use any money we receive from you or anyone else on your behalf to pay any outstanding invoice. We have the right to suspend our services or cease acting for you if you do not pay invoices in a timely manner. Even where someone else has agreed to pay your invoice on our behalf, as our client you are ultimately responsible for payment.

We also reserve the right to cease acting for you if you have one or more unpaid invoices. In such circumstances we reserve the right to exercise a lien over your files, papers or other documents in our possession until all outstanding invoices and any unbilled fees have been paid in full. This applies even where there is an outstanding complaint regarding our provision of services. Our fees must be paid in pounds sterling unless otherwise agreed in advance with us.

Queries you may have about an invoice must be raised with us immediately upon receipt.

If an invoice remains unpaid and we commence legal proceedings against you in order to recover the sums you owe us then we will be entitled to recover from you the full legal costs that we incur in connection with those proceedings at our standard hourly rates, together with all disbursements (including fees of counsel and any other lawyers engaged by us in our attempts to recover payment from you).

Invoices may be paid by direct bank transfer to our office account (as set out on the invoice) or by PayPal (subject to payment by you of the appropriate PayPal fee).

## Terms of 100% satisfaction guarantee

Our 100% satisfaction guarantee applies only to work done incrementally on a normal hourly fee-paying basis at our normal hourly rates. It does not apply to any other fee or funding arrangement. Nor does it apply to court or tribunal hearings, disbursements or other charges.

You have 7 days within which to make a claim under the guarantee and you must do this in writing to one of our directors or to [enquiries@paladin-knight.co.uk](mailto:enquiries@paladin-knight.co.uk). No particular form or words is necessary and no explanation is required, but you must at least make it clear that you are seeking your money back or the right not to pay (as the case may be) under these terms.

The 7 day period begins to run from when we deliver the particular piece of advice, document or service and ends at the same time of the day 7 calendar days later. For example, if we draft a letter for you and send it to you by email, the 7 days runs from the point at which the email is transmitted to you.

If you request that we do any further work for you, you are deemed to be satisfied with the previous item of work and the guarantee ceases with immediate effect from that point.

We may ask you why you feel dissatisfied for the purposes of improving our services and customer experience, but you are not obliged to explain this to us if you do not wish to do so. We may also cease to act for you in relation to the matter in question subject always to our compliance with our duties under our professional codes of conduct.

## 8. Our cost estimates

In most cases it is difficult to estimate how many hours will be required to complete a matter to its conclusion. We



# PALADIN

shall provide a cost estimate at the outset to give you a guide and we can provide cost estimates as your matter progresses. Estimates are based on the information known at the time the estimate is given. Whilst given in good faith, no cost estimate is intended to be binding on us unless we specifically agree with you in writing a fixed fee.

Variations in your instructions, requests for additional work or unexpected developments can all increase your legal costs. To enable us to carry out instructions in your best interests it is sometimes necessary for us to exceed cost estimates before first referring back to you (e.g. when dealing with fast-moving negotiations or when telephone calls or meetings overrun).

If the scope of the work changes or the assumptions change we will discuss and seek to agree with you a revised cost limit or budget.

## **9. Limited companies and limited liability partnerships**

When we accept instructions to act on behalf of a limited company or limited liability partnership we may require a director and/or controlling shareholder and/or member to sign a form of personal guarantee in respect of our charges and expenses. If such a request is refused we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and for expenses incurred.

## **10. Your money and payments on account**

Your money will be held in a separate client bank account (the "Client Account").

We may ask you to pay in advance for certain expenses (disbursements) to be incurred on your behalf (e.g. court fees, fees for other counsel or experts, company searches etc.). Any payments made to third parties in carrying out your instructions are in addition to our charges and VAT where applicable will also be charged to you on them.

We may ask you to make a payment on account of anticipated costs and expenses to be incurred on your behalf. We may make a request at any time and on more than one occasion. Payments on account will be held in our Client Account until an invoice is submitted or a payment is made on your behalf.

Money paid on account which is not subsequently required for our charges and expenses will be refunded to you.

It is our policy not to accept cash from clients. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds.

Where we have to pay money to you, it will be paid by bank transfer. It will not be paid in cash or to a third party under any circumstances.

We reserve the right to require that any compensation or costs awarded to you or paid by way of negotiated settlement is paid to us by the paying party. Any such payment will be held in our Client Account before any net payment is paid to you after the deduction of any outstanding fees, costs or disbursements owed to us.

## **11. Interest on funds we hold for you**

Where we hold money in our client account we will account to you for interest where it is fair and reasonable to do so, as required by the Solicitors Accounts Rules.

## **12. Litigation cases**

In litigation cases you are directly liable to us for payment of all charges in full, whether or not it proves possible to obtain an order for costs against or payment from the other party to the litigation. Our costs are likely to exceed the sum which you could recover from any other party to the proceedings because the cost rules do not operate to ensure full recovery of costs incurred by the successful party.

If you are involved in a civil litigation case in the County Court or High Court and do not win, you are very likely to become legally responsible to pay all or some of the legal costs of your opponent.

As a general rule, neither party involved in an employment tribunal case is entitled to be paid their legal costs by the other party regardless of the outcome of the case unless a party has acted unreasonably in some way. However, this is not always the case and there is always a risk that the losing party may become legally responsible for some or all of the legal costs of their opponent.

## **13. Legal expenses insurance**



# PALADIN

If your matter is fully or partially funded by a legal expenses insurance policy you remain liable for your legal costs and disbursements if the legal expenses insurer refuses for any reason to pay the full value of our fees reasonably incurred.

## **14. Your papers and documents**

At the end of the relevant matter please let us know if you would like us to send your case papers to you. Otherwise we will keep our file of your papers in storage.

Our completed files containing our working papers are destroyed six years after the date of the final invoice we send to you for the matter without further notice or reference to you, unless we have your written instructions during the matter that you want us to keep your case papers for longer, or to return them to you instead of destroying them.

If you have lent documents to us they will normally be returned to you once we no longer need them, unless we have exercised a lien over them in relation to outstanding charges owed by you.

We do not provide a separate safe custody deposit service for important client documents, for example for the safe keeping of completed settlement agreements or contracts of employments. We recommend that you keep such documents safely in your own possession.

If you require your papers to be sent to a third party address you will be charged for the cost of this service, including any postage or courier charges.

## **15. Confidentiality**

We deal with your private and business affairs and instructions in the strictest confidence and we will not discuss them with any third party without your consent, unless we are required to do so by law. Where we are undertaking work for you in conjunction with your other professional advisers, we will assume that we have your authority to discuss relevant confidential information with them unless you tell us otherwise.

## **16. Limitations on our liability**

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.

Our liability to you shall be limited to £3 million unless specifically agreed in writing with us. Any such agreement must refer to this clause and be signed by a Director of the company.

This liability limit will apply to our aggregate liability to you together with any associated party for whom you are acting as agent in relation to the relevant matter on any basis.

## **17. Proportional liability**

In addition to the other limitations in our terms of business, where we and/or third parties 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, in order that our position is not adversely affected by any such limitation of their liability, you agree that our liability to you will not exceed the amount which would have applied in the absence of that limitation.

## **18. Third party liability**

If you start proceedings against us for loss or damage and there is another person (for example, another adviser) who is liable (or potentially liable) to you in respect of the same loss or damage, then you will (if we so request) join them into the proceedings. This is subject to any legal prohibition against your joining them in that way.

## **19. Joint clients**

If we are instructed by joint clients then all clients are jointly and severally liable for our fees, notwithstanding any agreement between you as to how you will share the costs. This means that we will be able to look to one client only or to each of our clients to pay the whole of or any balance of any unpaid fees.

Instructions are understood to be for the purposes of all of those instructing us. We will act on instructions from any one of those clients unless you instruct us otherwise. If instructions are given on behalf of a client, we are entitled to assume that the person giving the instructions has lawful authority to instruct us. If not, then that person will be liable



# PALADIN

to us as if they were our client.

## 20. Third parties

Our advice is for your benefit only. Save as expressly set out, our agreement with you is not intended to confer rights on any third parties whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise. We will not be liable to any third party in relation to our advice or services under any circumstances.

## 21. Equality and diversity

Paladin is committed to promoting equality and diversity in all its dealings with clients, third parties and employees. Our equality and diversity policy is available upon request.

## 22. Data protection

“Data Protection Legislation” means the Data Protection Act 2018, incorporating the General Data Protection Regulation (EU2016/679) and any successor legislation.

We use your personal data primarily to provide legal services to you, but also for related purposes as set out the Privacy Notice available on our website or otherwise on request.

Use of your personal data by us is subject to Data Protection Legislation, your instructions and our professional duty of confidentiality. Please our Privacy Notice carefully as it provides important information on the following:

- What personal data we collect about you and how that data is held.
- How, why and on what grounds we use your personal data.
- Who we share your personal data with.
- Where your personal data is held and how long it will be retained for.
- Whether or not your personal data may be transferred out of the European Economic Area ('EEA') (and if so measures to protect that data).
- Your rights in relation to your personal data.
- How we secure your personal data.
- How to make a complaint in respect of use of your personal data.
- Our contact details in the event you have any concerns.

We may appoint data processors on a sub-contract basis to assist us in undertaking work for you. Further, we may appoint external data controllers where necessary, including barristers, experts, mediators, arbitrators or other third parties and may share personal data with them and with government agencies, courts, tribunals, regulators, disciplinary tribunals and insurers.

We will ensure we have in place appropriate technical and organizational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss, destruction of or damage to personal data, appropriate to the harm that might result from the same.

Where necessary during and/or as part of any work we undertake for you we may transfer personal data to countries outside the EEA (including but without limitation to any other parties, foreign lawyers, foreign courts, arbitrators or third parties as may be required).

## 23. Distance selling

If we have not met you in person and if you are an employee/non-corporate client the Consumer Protection (Distance Selling) Regulations 2000 apply to your instructions. This means you have the right to cancel your instructions to us within seven working days of receiving our terms of business. You can cancel your instructions by contacting us by post sent to our office address or by email to [enquiries@paladin-knight.co.uk](mailto:enquiries@paladin-knight.co.uk)

Your right to cancel our engagement will not apply if you agree to us beginning work in relation to your instructions within the seven days cancellation period. You will be charged for work carried out on your behalf if you cancel your



# PALADIN

instructions within the seven days.

## 24. Raising queries or concerns with us

Paladin is committed to providing clients with the highest quality legal advice and client care. If you are unhappy about any aspect of the service you have received or about the level of our fees, please contact the person dealing with your matter in the first instance. We will do our best to resolve any issue or complaint as quickly as possible. In the event the person dealing with your matter cannot resolve your complaint then it will be passed to a Director who will provide a final decision on your complaint.

If you are not satisfied with our handling of your complaint, you may be entitled to ask the Legal Ombudsman at PO Box 6806 Wolverhampton WV1 9WJ (or see [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk) or telephone 0300 555 0333) to consider the complaint. This should be used if you are unhappy about the work carried out or your bill and must be done within 6 months of receiving a final written response from us about your complaint **and** no more than one year from the date of the act or omission being complained about; or no more than one year from the date when you should reasonably have known that there was cause for complaint.

Please note that the Legal Ombudsman service cannot be used by businesses or most other organisations unless they are below certain size limits.

If you have concerns about the conduct of a solicitor, including if there is a breach of the rules governing us, then you may raise a complaint with the SRA. The circumstances in which you can do so can be found here: <https://www.sra.org.uk/consumers/problems/>

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

## 25. Ending our services

You may end your instructions to us in writing at any time, but we will be entitled to keep all your papers and documents while there is still money owing to us for charges and expenses.

We may decide to stop acting for you only with good reason. For example, if you do not pay an interim invoice, or there is a conflict of interest, or if you become insolvent, or you request us to break the law or any professional obligation, or the relationship of trust and confidence necessary between solicitor and client ceases to exist between us, or if you breach our terms of business. We must give you reasonable notice that we will stop acting for you.

If you or we decide that we should stop acting for you, you will pay our charges (and any expenses) up until that point on an hourly basis as previously notified to you, even if the original agreement or understanding had been that we would only invoice you on completion of the matter.

## 26. Termination of services

Our relationship will be considered terminated upon our completion of the specific matter that you have retained us to perform, or if open-ended services are to be provided, when more than 12 months has elapsed from the last time we furnished any chargeable services to you.

The fact that we may inform you from time to time of developments in the law which may be of interest to you, by e-mail, newsletter or otherwise, should not be understood as a revival of a lawyer-client relationship. We have no obligation to inform you of such developments in the law unless we are specifically engaged in writing to do so.

## 27. Interpretation

These terms of business shall be construed according to and governed by English law and, save in respect of actions by us to recover sums due from you to us, the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute or claim arising out of or in connection with your instructions with us.