



Arch Law Limited Terms of Business

1. Definitions

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- 1.1 **Contract:** means the agreement between *you* and **Arch Law Limited** as set out in the terms of business, client care letter and any other documents referred to within either the terms of business or the client care letter.
- 1.2 **These terms:** means these Terms of Business.
- 1.3 **The firm or this firm:** means **Arch Law Limited trading as arch.law** and not any individual or group of individuals within the **arch.law**
- 1.4 **We, us and our** (and other relevant first-person terms): mean refer to the firm as a legal entity and not to any individual or group of individuals within the firm
- 1.5 **You:** means each and every party to this contract (other than us).
- 1.6 In relation to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:
 - a) **Consumer:** means an individual acting for purposes which are wholly or mainly outside of that individual's trade, business, craft or profession.
 - b) **Trader:** means a person acting for purposes relating to that person's trade, business, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf. The firm is a trader for the purposes of these regulations.
 - c) **Distance contract:** means a contract concluded between a trader and a consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded.
 - d) **Off-premises contract:** means a contract between a trader and a consumer which is any of these:
 - i) A contract concluded in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;
 - ii) A contract for which an offer was made by the consumer in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;



iii) A contract concluded on the business premises of the trader or through any means of distance communication immediately after the consumer was personally and individually addressed in a place which is not the business

iv) premises of the trader in the simultaneous physical presence of the trader and the consumer;

iv) A contract concluded during an excursion organised by the trader with the aim or effect of promoting or selling goods or services to the consumer.

e) **Conclusion of the contract:** means the date you sign the client care letter to confirm acceptance of our Terms of Business or the date from which you continue to provide us with instructions following receipt of our terms.

f) **Cancellation period:** means 14 days from the day of the conclusion of the contract.

2. Terms of business

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2.1 These terms may not be altered unless agreed in writing by a Director of Arch Law Limited.

2.2 You should read these terms carefully, along with your client care letter and any other documents referred to within that client care letter, as these documents set out the basis on which we will provide services to you and form the contract between us.

2.3 By accepting these terms, you are entering into a contract with the firm.

3. Responsibilities

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3.1 Our responsibilities include advising you on the law, following your instructions, reviewing your matter regularly, and discussing with you whether the potential outcomes justify the expense and risks involved with your matter.

3.2 Once a matter has ended, unless we expressly agree in writing otherwise:

- a) we are not responsible for updating our advice or documentation to reflect any later changes in the law or practice; and
- b) we will not remind you about future deadlines or obligations relevant to that matter.

3.3 You need to provide us with clear and timely instructions, the information and documents required for us to do our work, and funds required.



4. Instructions

- 4.1 If we are advising more than one person (whether individuals, companies or other entities), we will, unless otherwise agreed in writing, act for those persons jointly and severally.
- 4.2 If you are instructing us jointly, it is your responsibility to tell us straightaway if you require more than one person to give us instructions in relation to your matter. Otherwise, we will accept instructions from any one person.
- 4.3 If you are a company or other commercial entity, it is your responsibility to tell us at the outset if you require more than one director (or equivalent) to give *us* instructions.
- 4.4 You will not attempt to prevent us from acting for other clients, including clients whom you consider to be your competitors, on matters in which you may have an interest but have not instructed us in relation to. This includes but is not limited to acting in relation to matters where you and/or your affiliates are involved.
- 4.5 We may in the course of our engagement, as agent on your behalf, engage any other Arch Law Limited offices that may exist in other jurisdictions to provide certain services. These services will be provided on their standard terms of business which will be supplied to you on request.
- 4.6 Where advice or assistance is required in other jurisdictions, or in areas of law in which we do not practise, we will discuss with you the selection of appropriate advisers and will engage them as agent on your behalf. You will be directly liable to them for their fees and expenses in accordance with the terms agreed with them. Unless otherwise agreed, our advice will relate to English law only

5. Information about this firm

- 5.1 The firm's contact details are:
 - a) **Name:** Arch Law Limited, trading as **arch.law**
 - b) **Constitution:** Limited Company, registered in England and Wales with company number 12779240
A list of Directors is available for inspection at our registered office.
 - c) **Address:** Beehive Lofts, Beehive Mill, Jersey Street, Ancoats, Manchester. M4 6JG
 - d) **Contact number:** 03332 423976
 - e) **Email:** hello@arch.law
 - f) **Website:** www.arch.law
 - g) **Hours of business:** 9am to 5pm Monday to Friday
 - h) **VAT number:** 366686152
- 5.2 We are authorised and regulated by the Solicitors Regulation Authority (SRA) and our SRA ID number is 814391. This means that we are required to comply with a number of



professional rules set out in the SRA Standards and Regulations which *you* can view at <https://www.sra.org.uk/solicitors/standards-regulations/>.

5.3 The SRA Indemnity Insurance Rules, in force from time to time, require *us* to take out and maintain Professional Indemnity Insurance with participating insurers. Information about the compulsory layer of Professional Indemnity Insurance we carry, including the contact details of our insurers and the territorial coverage of our insurance, are available in hard copy at our registered office or made available upon request.

6. Our charges

6.1 The basis for our charges will be set out in your client care letter.

6.2 Fixed fee services:

- a) If we charge on a fixed fee basis, this is based on the assumption that the work will be completed without any complications arising. If any unforeseen additional work is required, or if you change *your* instructions to us, we will either provide a revised fixed fee or agree that any additional work will be charged at the hourly rate of the person(s) dealing with your matter. In either case, we will not carry out any further work until any changes to our original estimate have been agreed in writing.

6.3 Hourly rate services:

- a) If we charge on an hourly rate basis, hourly rates vary according to the experience of the person handling your matter. The hourly rates that apply to your matter are set out in your client care letter.
- b) We review our hourly rates from time to time, *we* will notify you in writing of any increase. If you do not accept the new rates after review, we reserve the right not to continue acting for you.
- c) You will be charged for time spent on your matter which will include: any meetings with you (and any third parties); considering, preparing and working on papers; correspondence; making and receiving telephone calls; research; internal consultations; and travelling. Time is recorded and charged in six-minute units at the applicable hourly rate. Therefore, this is the minimum amount of time we will charge for any piece of work undertaken on your matter.
- d) We add VAT to our fees applicable at the time that the work is completed. The current rate of VAT is 20%.
- e) We reserve the right to charge separately for photocopying, printing, telephone calls, faxes, electronic funds transfers, catering and other support services, and travel, courier and other incidental expenses. Where applicable, we will charge VAT on our charges and expenses.



- f) Where we give you an estimate of costs, it is a guide to assist you in budgeting for your legal costs and is not fixed. We will do our best to keep you updated with the best costs information that we are able to provide at any one time. If you would like to agree a ceiling figure, above which we will not incur any further costs without your consent, please let us know as soon as possible.

7. Disbursements

- 7.1 All disbursements (expenses) which we incur in working on your matter will be payable by *you* in addition to our charges. Examples of these expenses include but are not limited to Land Registry and Companies House fees; search fees; Stamp Duty Land Tax (and similar taxes); fees charged by experts, agents, couriers and barristers; court fees; travel expenses and subsistence; international telephone calls; use of on-line databases; and telegraphic transfer fees. We also charge a once only onboarding fee of £50 plus VAT for consumer clients who are individuals and £150 plus VAT for all other clients. VAT is payable on certain expenses, which *you* will need to pay in addition.

8. Paying our bills

- 8.1 The frequency of billing will depend on the nature of a matter. The frequency of billing for your matter is set out in your client care letter.
- 8.2 In some cases, particularly when litigation is involved or when we may need to incur substantial expense on your behalf we may require you to provide a payment on account (payment in advance of *us* carrying the work out). Where we ask you for payment on account, we are not obliged to carry out any work on your matter until that payment has been made. A payment on account is not an estimate or fixing of charges, and our total charges may exceed the payment on account.
- 8.3 You must tell us straightaway if you have any form of legal expenses insurance that you think might pay for our bills. Please note that insurance policies rarely cover all of your legal expenses and you will be liable for any costs that exceed those covered by any such policy of insurance in place from time to time.
- 8.4 If a third party agrees to pay our bills, you will remain responsible to us for payment until those bills have been paid in full.
- 8.5 Unless agreed otherwise, our bills are payable within 7 days of delivery. We encourage all of our clients to sign up to our gocardless or Legl payment systems in advance of our services being carried out. If we do not receive payment during this time, then we reserve the right to charge you interest on the outstanding amount at a rate which is 6%. Interest will accrue from one month after the date of delivery of the bill to the date of payment and will be payable on demand. We may also retain any papers and documents belonging to you while payment for our bills is outstanding.



- 8.6 All bills, whenever they are submitted, will be for final bills for the period to which they relate but this does not prevent us from invoicing you for expenses for that period on a subsequent bill.
- 8.7 We do not normally accept payment in cash.
- 8.8 If we are providing services to more than one person whether individuals, companies or entities and we are asked to deliver bills only to one person, those bills will remain payable in full by all persons that we provide services to under this contract.
- 8.9 Where we hold money on your behalf, because we have received funds on your behalf or you have made payment on account, we may use this money towards payment of our bills. We will advise you if we do this.
- 8.10 We do not operate our own client account. We use Shieldpay as a third party managed administrator. They will charge for processing funds through their outsourced client account and we will pass those charges on to you as disbursements, plus VAT.
- 8.11 You can make a complaint about a bill using the firm's complaints procedure which is available upon request. You may also have the right to complain to the Legal Ombudsman (see clause 22.7) or to apply to the court for an assessment of the bill under part III of the Solicitors Act 1974.
- 8.12 If an account 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 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).

9. Contentious matters

- 9.1 You will be responsible to us for our fees and disbursements regardless of any order obtained for payment of your costs by another party. Our costs are likely to exceed the sum which you could recover from any other party to the proceedings. You should also bear in mind that you may be ordered to pay the costs of the other party.



10. Your money

10.1 Interest Policy

- a) We do not operate a client account. The SRA Accounts Rules require us to account to you for interest where it is fair and reasonable to do so in all the circumstances.
- b) Our interest policy shall be kept under review and may change if the Bank of England base rate increases or decreases. Interest rates payable on client accounts are currently around 0.1% and the Bank of England base rate is 0.75%. Therefore, the rate of interest available on client accounts is lower than rates of interest which can be obtained on other bank or building society accounts.
- c) For cleared funds paid into a client account, the firm shall account for interest unless one of the following circumstances apply:
 - i) The amount of interest calculated on the balance held is £20.00 or less; or
 - ii) The client money was held in cleared funds in client account for a period of five working days or less.
- d) We will usually account to you for interest under our interest policy at the conclusion of your matter.

10.2 Banking

- a) The firm operates its client accounts through Shieldpay as a third party managed administrator..
- b) It is unlikely that we will be held liable for losses resulting from a banking failure.
- c) The Financial Services Compensation Scheme (FSCS) is the UK's statutory compensation scheme for customers of deposit providers (banks, building societies, etc.). The FSCS can pay compensation (up to £85,000) to consumers if a deposit provider is unable, or likely to be unable, to pay claims against it. Some temporary high balances (up to £1,000,000) are also covered for up to six months; these relate to balances in transactions involving property, marriage, divorce, redundancy, unfair dismissal, personal injury, a legacy from an estate of a deceased person or money held on behalf of a deceased person for the purpose of administering their estate. Please ask for further details if you require them.
- d) The £85,000 FSCS limit applies to an individual client, so if you hold other personal monies in the same deposit-taking institution as our client account, the limit remains £85,000 in total. Some deposit-taking institutions have several brands, i.e. where the same institution is trading under different names, so you should check with your deposit provider, the FCA or a financial adviser for more information. Further



- e) information regarding the FSCS can be found at www.fscs.org.uk, telephone number **0800 678 1100** or **020 7741 4100**.
- f) If a banking failure occurs in relation to any deposit provider which holds money that we have deposited on your behalf, you agree that we may, where applicable, disclose to the FSCS all relevant details in our possession about you and the money that we hold on your behalf with such a deposit provider. However, if you do not wish us to make any such disclosure, please notify us by writing to our Data Protection Officer, Andrew Leatherland. Please note that by withholding consent to our disclosure of your details to the FSCS in such circumstances, you may forfeit any right you may have to receive compensation from the FSCS where a banking failure occurs in relation to a deposit provider holding money which we have deposited on your behalf.
- g) We will not be liable to repay any money that we hold for you in our client or office account which is lost as a result of a failure of the bank

11. Limitation of liability

- 11.1 Our liability to you for a breach of your instructions shall be limited to £1,000,000 (one million pounds) unless we expressly state a higher amount in the letter accompanying these terms of business. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profits or opportunities.
- 11.2 This liability cap 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.
- 11.3 Proportional liability: In addition to the other limitations in this document, 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.
- 11.4 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.



- 11.5 We have an interest in limiting the personal liability of employees, members, consultants and partners. Accordingly, you agree that you will not bring any claim against any individual employee, member, consultant or partner in respect of losses which you suffer or incur, arising out of or in connection with our engagement or the services we provide. The provisions of this paragraph will not limit or exclude the firm's liability for the acts or omissions of our employees, members, consultants or partners. The provisions of this paragraph are intended for the benefit of our employees, members, consultants and partners but the terms of our engagement may be varied without the consent of all or any of those persons.
- 11.6 We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for fraud nor for death or personal injury caused by our negligence, nor for negligence in contentious business, insofar as the Solicitors Act 1974 s60(5) precludes the exclusion of such liability.
- 11.7 Our client is only the person or entity designated in our client care letter, and not its affiliates (whether shareholders, parent, subsidiaries, partners, members, directors, officers or otherwise). Accordingly, for conflict of interest purposes, we may represent another client with interests adverse to your affiliates. Our engagement by you does not create any rights in or liabilities to any of your affiliates.
Please ask if you would like us to explain any of the terms above.

12. Rights of third parties

- 12.1 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.
- 12.2 No other person may see or rely on our advice without our written consent and subject to the conditions that we impose at the time.

13. Storage of documents

- 13.1 After completing the work, we may be entitled to keep all your papers and documents while there is still money owed to us for charges and disbursements.
- 13.2 We will keep our file of your papers (except those papers you ask to be returned to you) in a secure storage area under our control of 3 years from the date of the final invoice, after which time they will be securely destroyed. We will not destroy documents you ask us to deposit in safe custody. However, should any of your documents be lost or damaged as a result of events beyond our reasonable control we will not be liable for their replacement or for any resultant loss.



13.3 If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However, we may charge you for: time spent producing stored papers that are requested; and reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers. Unless otherwise agreed with you in writing, those charges will be at our hourly rates applicable at that time.

14. Confidentiality and data protection

- 14.1 Our use of your information is subject to your instructions, the Data Protection Act 2018 ('DPA') and our duty of confidentiality. Therefore, we keep information passed to us confidential and will not disclose it to third parties except as expressly or implicitly authorised by you, except in the following circumstances:
- if required by law;
 - to professional service providers (such as expert witnesses, auditors or other advisors) for legal, regulatory and compliance purposes;
 - to selected third parties (including barristers and consultants) who assist us with legal, financial, administrative, information technology and other services; or
 - if that information has entered the public domain other than as the result of our unlawful disclosure.
- 14.2 If we engage a third party in connection with your matter, we may put in place an agreement requiring them to treat your information as confidential.
- 14.3 The firm is the data controller (for the purposes of the DPA) of personal data that you provide to us. This means that the firm has a duty to comply with the provisions of the DPA when processing your personal data.
- 14.4 The firm has appointed Andrew Leitherland as its Data Protection Officer ('DPO') and he is responsible for overseeing the firm's compliance with the DPA.]
- 14.5 We use the information you provide primarily for the provision of legal services to you and for related purposes including (but not limited to): updating and enhancing client records; analysis to help us manage our practice; statutory returns; and legal and regulatory compliance.
- 14.6 If you are an individual, you have rights under the DPA. These rights are:
- **The right to be informed and the right of access** – You can request a data subject access request (DSAR) by emailing the supervisor of your matter or emailing our DPO Andrew Leitherland at andrew@arch.law with the details of the personal data that you want to access.
 - **The right to rectification** - Please contact the supervisor of your matter to rectify any information that we hold. In some cases, we may ask to see proof of this change of data.
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- **The right to erase** - To request to erase any data that we hold on you please contact your supervisor or the DPO Please also bear in mind if we are in the middle of a matter this may affect our capability to act for you. If this is the case, we will discuss this with you.
- **The right to restrict processing** - To request a restriction of processing please notify your supervisor or our DPO who will contact you to discuss the requirements of your requested restriction. Please bear in mind that some restrictions may
- prevent us from acting on your behalf. If this is the case, we will discuss this with you.
- **The right to data portability** - To request this please contact your supervisor or the DPO who will discuss the format you would like your data in when you make a DSAR.
- **The right to object** - If you wish to the objection of any processing (irrelevant if consent has been provided previously). Please contact the supervisor of your matter or the DPO who will discuss your needs with you and action your request. Bear in mind, depending on the extent of the request this may prevent us from acting on your matter.
- **Rights in relation to automated decision making and profiling** – The firm does not conduct any solely automated decision making or profiling.

14.7 These rights are absolute, but there are some cases where our legal obligations override data subject rights. (For example, keeping data for anti-money laundering purposes, notifying the NCA of any money laundering suspicions without notifying you).

14.8 We retain data as needed under the DPA. The timescales are explained in clause 13.2.

14.9 Should you have any queries concerning these rights, please contact our DPO at our registered office.

15. Disclosure of information for property transactions

15.1 If we are also acting for your proposed lender in this transaction, we have a duty to fully reveal to your lender all relevant facts about the purchase and mortgage. That includes any differences between the mortgage application and information we receive during the transaction and any cash back payments or discount schemes that a seller is giving you.

15.2 You must disclose all information which may affect your liability for stamp duty land tax or other stamp duty (duty) as we can then ensure you pay the correct duty. If you fail to disclose all information (and if in doubt, please disclose it as it can be discounted if it is not relevant) you must accept full liability for any penalties or action or other proceedings that any authority may take against you for failing to disclose information which resulted in a duty or greater liability to pay such duty.



16. Security of communications

- 16.1 Where you provide us with fax or computer network addresses for sending material to, we will assume, unless you tell us otherwise, that your arrangements are sufficiently secure and confidential to protect your interests.
- 16.2 The Internet is not secure and there are risks if you send sensitive information in this manner or you ask us to do so. Data we send by email is not routinely encrypted, so please tell us if you do not want us to use email as a form of communication with you or if you require data to be encrypted.
- 16.3 We will take reasonable steps to protect the integrity of our computer systems by screening for viruses on email sent and received. We expect you to do the same for your computer systems. Neither you nor we shall have any liability to each other in respect of any claim or loss arising in connection with such a virus or defect in an electronic communication other than where such claim or loss arises from bad faith or wilful default.
- 16.4 It is very unlikely that we will change our bank account details during the course of your matter. In any event, we will never contact you by email to tell you that our details have changed. If you receive any communications purporting to be from this firm, that you deem suspicious or have any concerns about (however slight), please contact our office straightaway.

17. File auditing and vetting

- 17.1 The firm may become subject to periodic audits or quality checks by external firms, companies or organisations. This could mean that your file is selected for checking. It is a specific requirement imposed by us that these external firms, companies or organisations fully maintain confidentiality in relation to any files and papers which are audited/quality checked by them. Please indicate if you are not happy for your file to be selected for file auditing and vetting.

18. Referrals to third parties

- 18.1 If we recommend that you use a particular firm, agency or business, we shall do so in good faith and because we believe it to be in your best interests. However, if that particular firm is not another firm of solicitors, then you will not be afforded the regulatory protection of the Solicitors Regulation Authority (SRA), the SRA's Codes of Conduct and SRA Indemnity Insurance Rules, nor shall you be entitled to the benefit of the SRA Compensation Fund.

19. Anti-money laundering

- 19.1 We are professionally and legally obliged to keep your affairs confidential. However, we may be required by law to make a disclosure to the National Crime Agency where we know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure



- 19.2 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.
- 19.3 We will not accept any liability for any loss caused to you or any other party as a result of our refusal to proceed with a matter or transaction or otherwise complying with our legal obligations.

20. Financial services

- 20.1 We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the SRA. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/register.
- 20.2 The Law Society is the designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation has been delegated to the SRA (the independent regulatory body of the Law Society), and responsibility for handling complaints has been delegated to the Legal Ombudsman. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of these bodies.
- 20.3 The limited regulated activities that we carry out are issuing certain insurance policies, such as after the event legal expenses insurance, defective title insurance and other property indemnity insurance (such as breach of covenant, absence of easement, lack of planning permission, unknown rights and covenants policies).
- 20.4 Any insurance policy arranged by us on your behalf, shall, in our opinion, be adequate to meet your needs, but you are hereby informed that we do not recommend any policy over and above any other and that it is your responsibility to check that you are satisfied with the excess levels, exclusions, limitations and other policy terms. We do not conduct a fair analysis of the insurance market prior to arranging insurance policies. You can request details of the insurance undertakings with which we conduct business at any time.
- 20.5 You must provide us with details of any relevant existing insurance policies you may have at the outset. We will not be liable to you for any losses you sustain as a result of your failure to provide us with such details.

21. Complaints

- 21.1 Arch Law Limited is committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received, 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.



- 21.2 If you would like to make a formal complaint, please contact Andrew Leatherland, who is a Director at Arch Law Limited on 03332 423976 or by email at hello@arch.law or by post to our registered office. We have a procedure in place which details how we handle complaints which is available on request. Making a complaint will not affect how we handle your case
- 21.3 We have eight weeks to consider your complaint. If we have not addressed it within this time, or you remain dissatisfied with our handling of your complaint, you may complain to the Legal Ombudsman.
- 21.4 Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within six years of the act or omission about which you are complaining occurring (or if outside of this period, within three years of when *you* should reasonably have been aware of it).
- 21.5 The Legal Ombudsman will look at the complaint independently and any investigation by them 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 the complaint with us in the first instance.
- 21.6 As well as your right to complain about any of our bills under our complaints procedure, *you* can also apply for the bill to be assessed by the court under Part III of the Solicitors Act 1974, in which case the Legal Ombudsman may not consider your complaint.
- 21.7 You should be aware that, when your complaint relates to a bill, the Legal Ombudsman will not consider your complaint while your bill is being assessed by a court.
- 21.8 A complainant to the Legal Ombudsman must be one of the following:
- a) An individual;
 - b) A micro-enterprise as defined in European Recommendation 2003/361/EC of 6 May 2003 (broadly, an enterprise with fewer than 10 staff and a turnover or balance sheet value not exceeding €2 million);
 - c) A charity with an annual income less than £1 million;
 - d) A club, association or society with an annual income less than £1 million; or
 - e) A trustee of a trust with a net asset value less than £1 million; or a personal representative or the residuary beneficiaries of an estate where a person with a complaint died before referring it to the Legal Ombudsman.
- 21.9 Legal Ombudsman Contact Details:
- a) Address: PO Box 6806, Wolverhampton, WV1 9WJ
 - b) Telephone: 0300 555 0333



- c) Email: enquiries@legalombudsman.org.uk
- d) Website: www.legalombudsman.org.uk
- e) Arch Law Limited is committed to ensuring that all Partners, Directors, Members, Consultants and Employees give their full co-operation to the Legal Ombudsman in the event of any dispute or complaint against Arch Law Limited.

21.10 In addition to the Legal Ombudsman, the SRA can help you 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. However, the SRA are not able to deal with issues of poor service.

21.11 Solicitors Regulation Authority Contact Details:

- a) Address: The Cube, 199 Wharfside Street, Birmingham, B1 1RN
- b) Telephone: 0370 606 2555
- c) Email: report@sra.org.uk
- d) Website: www.sra.org.uk

22. Online Dispute Resolution (ODR)

22.1 If you are a client and we have made a contract with you by electronic means (website, email, etc.) you may be entitled to use an EU online dispute resolution service to assist with any contractual dispute you may have with us. Details of this service may be found at <http://ec.europa.eu/odr>. Our email address for the purposes of using this service is hello@arch.law.

23. Alternative Dispute Resolution (ADR)

23.1 Alternative complaints bodies such as **ProMediate** (<http://www.promediate.co.uk/>) and **Small Claims Mediation** (scmreferrals@hmcts.gsi.gov.uk/ 0300 123 4593) exist which are competent to deal with complaints about legal services should both you and our firm wish to use such a scheme.

24. Termination

24.1 You may end this contract (and therefore, your instructions to us) at any time by writing to us by post or email (see clause 5.1 of these terms for details). However, we may be entitled to keep all of your documents and deeds while there is money owing to us (including charges and disbursements which have not yet been billed).

24.2 We may end this contract (and therefore cease acting for you) in relation to any matter or all of your matters. We will only do this where we believe we have a good reason and upon informing you in writing. Examples of a good reason include where you have not given us sufficient instructions, where you have not provided appropriate evidence of identification or where we reasonably believe that the relationship between you and us has broken down.



- 24.3 If your matter does not conclude, or we are prevented from continuing to act because of our legal obligations or professional rules, we will charge you for any work we have actually done. Our charges will be based on our hourly rates applicable at that time (and where a fixed fee has been agreed, the charges will not exceed that fixed fee).
- 24.4 If we cease acting for you, we shall (where relevant) inform the court or tribunal that we no longer act for you and shall apply to be removed from their records. We may charge you for doing so at our hourly rates applicable at that time.
- 24.5 If we do have to cease acting for you, to the extent permitted my law and our professional obligations we will explain your options for pursuing the matter and will work with you to minimise disruption to your matter or matters.
- 24.6 In any event we will be considered to have ceased acting for you:
- upon our completion of the specific services that you have retained us to perform, or
 - when more than six months have elapsed from the last time we furnished any billable services to you.
- 24.7 The fact that we may inform you from time to time of developments in the law which may be of interest to you, by email, 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 to do so.

25. Cancellation rights

- 25.1 If *you* are an individual consumer (and not a business entity) and if our contract with you is a '*distance contract*' or an '*off premises contract*', *you* have the right to cancel this contract within 14 days from the day of the conclusion of the contract (the '*cancellation period*'). This right exists in accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Please refer to clause 1 for key definitions.
- 25.2 This right will typically exist where we take instructions from you outside of our offices, for example during a visit to you, or by a means of distance communication such as over the telephone or by email. However, if you are unsure whether these cancellation rights apply to you, please contact us immediately upon receipt of these terms.
- 25.3 Please refer to the cancellation notice at the end of these terms for further information about your right to cancel and the conditions attached to the same.
- 25.4 **Where cancellation rights apply under these regulations, we will not start work on your file for 14 days from the day of the *conclusion of the contract* because the regulations prevent us from doing so unless you instruct us otherwise. If you would like our service to start within 14 days of the day of the *conclusion of the contract*, please mark the relevant box under the Instructions for Cancellation notice below stating your wishes and return a copy to us.**



25.5 Once we have started work on your file within the *cancellation period*, on your instruction, you will be charged for any work done if you then cancel your instructions. You will have to pay us an amount which is proportionate to the work completed until we receive notice of cancellation from you, in comparison with the full coverage of this contract. These charges will be applied on the same basis as set out in clause 6 of these terms and where a fixed fee has been agreed, the charges will not exceed that fixed fee.

26. Applicable law

26.1 These terms and your client care letter shall be governed by and interpreted in accordance with English law. Any disputes or claims concerning this contract and any matters arising from it shall be dealt with only by the courts of England and Wales.

26.2 If any provision of this contract is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this contract which shall remain in full force and effect.

27. Force majeure

We shall not be liable to you if we are unable to perform our services as a result of any cause beyond our reasonable control.

27. Severability

If any provision in these terms of business or our accompanying client care letter is or becomes invalid, illegal or unenforceable then it shall, to the extent required, be severed and shall be ineffective and the validity of the remaining provisions shall not be affected in any way.



Instructions for Cancellation

These instructions for cancellation only apply where clause 26 of the Terms of Business applies.

Right to cancel

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, you must inform us, **Arch Law Limited at Beehive Lofts, Beehive Mill, Jersey Street Ancoats Manchester M4 6JG** or **hello@arch.law** of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached 'Cancellation Form', but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this Contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation from this Contract, in comparison with the full coverage of the contract.

I wish to provide the following instructions:

Please start work on my matter straightaway. I understand that by instructing the firm to start work **before** the 14-day (no obligation) cancellation period expires, I will become liable for any costs and expenses incurred during this time. I accept that this liability exists if I then choose to cancel this contract. I also understand that where, on my instruction, the full service agreed has been performed within the cancellation period, my cancellation rights will cease to exist in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, as set out in the 'Cancellation Rights' and 'Cancellation Notice' clauses of the firm's Terms of Business.

Signed: _____

Signed: _____

Date: _____

Date: _____



Cancellation Notice Form

COMPLETE, DETACH AND RETURN THIS FORM
ONLY IF YOU WISH TO CANCEL THIS CONTRACT

To [here the trader’s names, geographical address, and where available, fax number and e-mail address are to be inserted by the trader]:

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the supply of the following service [*]: Reference number (located at the top of the Client Care Letter)

.....

Date of initial instructions:

Name of consumer(s):

.....

Address of consumer(s):

.....

Signature of consumer(s) (only if this form is notified on paper):

.....

Date:

[*] Delete as appropriate.