

TERMS OF BUSINESS

Eventum Legal

These Terms of Business explain the general terms on which Eventum Legal (the Firm) will provide legal services to you. They should be read together with your Letter of Engagement / Client Care Letter (your Engagement Letter).

Your Engagement Letter sets out the particular matter for which you have instructed us, the work we have agreed to undertake, the stage or stages covered by our retainer, the fixed fee or other charges that apply, and any matter-specific exclusions. **Please read your Engagement Letter carefully.**

These Terms and your Engagement Letter form the agreement between you and the Firm. If there is a conflict between these Terms and your Engagement Letter, the specific provisions in your Engagement Letter will apply to the extent they relate specifically to your matter.

We will explain matters in plain language wherever possible. If anything in these Terms or your Engagement Letter is unclear, please ask us and we will be happy to explain it.

Any variation to the terms applying to your retainer should be agreed in writing.

Eventum Legal is authorised by CILEx Regulation for Criminal Litigation. Authorisation No. 3002253. The Director of the Company is Jessica Wilson, who is authorised under the Legal Services Act 2007 to carry out reserved legal activity in criminal litigation and advocacy.

1. Your instructions and the scope of our retainer

We will use our best efforts to provide you with competent legal services in accordance with your instructions and our professional obligations.

The precise scope of our work is set out in your Engagement Letter. Unless we specifically agree otherwise in writing, our retainer is limited to the legal matter and work identified in that letter and does not include advice or representation on other matters.

If circumstances change or additional work becomes necessary, we will explain this to you as soon as reasonably practicable. We will tell you when additional work may involve an additional fee and, where appropriate, agree the fee with you before the work is undertaken.

2. Communication with you

Our offices are normally open from 8.30am to 5.30pm, Monday to Friday. If you have difficulty contacting us during those hours, please discuss this with us so that appropriate arrangements can be considered.

We aim to keep communication clear, proportionate and focused on your case. Reasonable day-to-day telephone calls and emails that are necessary to progress your matter are ordinarily included within the fixed fee where your Engagement Letter provides for a fixed fee.

However, a telephone call, email or series of communications may become chargeable where, because of its length, frequency or content, it involves substantive legal advice, detailed consideration of evidence, case strategy, extensive instructions, repeated questions or other work which would more appropriately be dealt with as a conference.

Where reasonably practicable, we will tell you before undertaking chargeable work. This provision is not intended to charge you for ordinary, reasonable communications that properly fall within the agreed scope of your retainer.

3. Conferences and late cancellation

Conferences arranged by us and reasonably necessary for the proper conduct of your case are included only where your Engagement Letter states that they are included within your agreed fee.

A conference requested by you is chargeable at £350 plus VAT per hour unless your Engagement Letter states otherwise. This includes conferences by telephone or video and applies where a telephone call or other communication becomes, in substance, a conference because of the length, complexity or nature of the discussion.

If you arrange a conference and later need to cancel or rearrange it, you must give us at least 24 hours' notice. If you cancel with less than 24 hours' notice, or do not attend, we reserve the right to charge the full conference fee for the time reserved for you.

The cancellation charge reflects that the lawyer's time has been reserved specifically for your matter and may otherwise have been allocated to another client. We will exercise reasonable discretion where genuine and unforeseen circumstances make it unreasonable to apply the charge.

4. Timescales

It is difficult to give a precise timescale because the progress of a criminal matter depends on factors outside our control, including the actions of the police, CPS, courts and other parties, the speed with which you provide instructions, and whether court proceedings or other resolution procedures are required.

Any timescale given in your Engagement Letter is an estimate only and may change as your matter develops.

5. Identity checks and source of funds

We are required by law and regulation to verify your identity and, where applicable, the source of funds being used to pay for your legal representation.

You may be sent a secure verification link through Checkboard. You must complete the verification process promptly. We may be unable to start or continue work until the required checks have been satisfactorily completed.

If the required checks cannot be completed to the standard required by law or regulation, we reserve the right to cease acting for you.

6. Your file and copies of documents

We may be entitled to exercise a lien over papers, documents or other property held on your behalf where permitted by law until sums properly due to us have been paid.

If you request a copy of your file, we will charge an administration fee of £250 plus VAT. This fee covers the work involved in collating the relevant information and documents from your file, reviewing and redacting third-party information where necessary, and preparing and bundling the documents for you.

At the completion of your matter, papers will normally be placed into storage and kept for at least six years. After that period, we reserve the right to destroy them without further reference to you. If papers have to be retrieved from storage, we may charge a reasonable fee for the expense involved.

7. Limited companies

Unless specifically agreed otherwise in writing, where we act for a limited company, the directors of that company will be jointly and severally liable to guarantee payment of our charges. This is a condition on which we agree to act.

Where a limited company is a defendant, you should obtain specific advice about whether any recovery from Central Funds may be available, as the position may differ from that applying to individual defendants.

8. Money held on client account

Money paid to us on account of costs or disbursements will be held in accordance with the applicable client-account rules. Once a bill or other sum properly due to us has been rendered, we may transfer the amount due from client account to our office account in accordance with those rules.

If we act for you on more than one matter, we may transfer money between matters where permitted by the applicable rules and with your authority where required.

9. Interest on client money

Money held for you in our client account may earn interest. We will account to you for interest in accordance with the applicable client-account rules and our policy, including any applicable threshold or minimum amount.

You remain responsible for any tax obligations arising from interest paid to you.

10. Fees and payment

The fees that apply to your particular matter are set out in your Engagement Letter. That letter will explain whether you are being charged a fixed fee, hourly rates, a combination of fees, or another agreed basis.

Where you are on a fixed-fee basis, the fixed fee applies only to the work and stage of the matter identified in your Engagement Letter and is subject to these Terms and any exclusions stated in the Engagement Letter.

Unless your Engagement Letter provides otherwise, an invoice will be issued when the relevant fee becomes due and payment is due within seven days of the invoice.

If an invoice is not paid on time, we may charge interest at 4% above the HSBC Bank base lending rate from time to time in force, where legally permitted.

If payment remains overdue, we may send reminders. A £15 plus VAT administration charge may be applied for each payment reminder reasonably required. We may take appropriate steps to recover overdue fees, including court proceedings as a last resort.

11. Fixed fees – general principles

A fixed fee means that, subject to the scope and exclusions set out in your Engagement Letter and these Terms, our professional fee for the agreed work does not depend on the amount of time we spend or the outcome of your case.

A fixed fee does not mean that every possible hearing, application, expert, barrister, travel expense, additional interview or other item is included. Your Engagement Letter is the document that tells you what work has been agreed for your particular matter.

Once work has commenced, the treatment of a fixed fee if you end the retainer, change solicitors, plead guilty, decide not to proceed or the matter concludes earlier than expected will be governed by your Engagement Letter and these Terms, subject to our professional and regulatory obligations and any rights you have by law.

12. Additional work and expenses

Additional work or expenses may arise where your matter changes or requires work outside the scope agreed in your Engagement Letter. Examples may include:

- additional police interviews;
- interim, case-management or other hearings outside the agreed scope;
- trials and additional preparation for trial;
- bail variation applications;
- applications concerning Sexual Harm Prevention Orders, Sexual Risk Orders or domestic abuse protection orders;
- expert evidence or reports;
- advice from or representation by a specialist barrister;
- abuse of process applications or other complex applications;
- wasted costs applications;
- skeleton arguments or other substantial written legal submissions outside the agreed scope;
- additional client-requested conferences or substantive telephone calls/emails under section 3;
- travel, accommodation and other attendance expenses;
- work involved in obtaining records or reports at your request; and
- other work outside the scope confirmed in your Engagement Letter.

We will explain the likely additional cost as soon as reasonably practicable and, where appropriate, obtain your agreement before the work or expense is incurred.

13. Barristers

Jessica Wilson will oversee your case from start to finish, supported by the Eventum Legal team and barristers where appropriate.

A barrister will normally be instructed for Crown Court hearings. Barristers set their own fees, which vary depending on seniority, experience, complexity and the work required. Unless your Engagement Letter expressly states otherwise, barristers' fees are payable in addition to Eventum Legal's professional fees.

Where reasonably practicable, we will provide you with the barrister's fee estimate before instruction. Where we are responsible for paying the barrister, we may require you to provide the relevant funds in advance, including before a hearing.

If a barrister or solicitor must be cancelled within seven working days of a hearing, the relevant fee may remain payable.

14. Police Station Representation by an Independent Representative

From time to time, it may be appropriate for us to instruct an independent police station representative to attend and represent you at a police station interview or other police station attendance.

Where we do so, the representative will be instructed and briefed by Eventum Legal and will act on behalf of the Firm in dealing with your matter. We will select the representative having regard to the nature and circumstances of your case and will use a representative whom we consider appropriately experienced and suitable for the matter.

The representative will liaise with our lawyers as necessary and will be provided with the relevant information and instructions required to represent you effectively at the police station.

The use of an independent police station representative does not mean that Eventum Legal has ceased to act for you. We remain responsible for the conduct and oversight of your matter within the scope of our retainer.

There will be no additional fee charged to you for the use of an independent police station representative where that attendance falls within the work included in your agreed fixed fee. The cost of instructing the representative will be met by Eventum Legal.

15. Disbursements

Disbursements are expenses paid to third parties on your behalf, such as barristers' fees, expert fees, travel, reports or court-related expenses. You are responsible for these costs unless your Engagement Letter expressly states that they are included.

Where possible, we will notify you before a disbursement is incurred. We will always seek your agreement before instructing an expert.

If you ask us to obtain a report or record, our time spent obtaining and dealing with it may also be charged separately unless a fixed fee has been agreed for that work.

16. Payment plans and urgent matters

If we agree a payment plan with you, you must make payments in accordance with the agreed schedule. If payments fall behind, we may suspend work until payments are brought up to date, subject to our professional obligations.

Where your matter is at an advanced or urgent stage and the police, CPS or another prosecuting authority is actively considering a charging or other substantive decision, we may need to complete substantial work within a short timeframe. We may in those circumstances require payment of our fees in full before making representations or submissions. We will tell you if this applies.

Failure to make payment when required may prevent us from carrying out further work or submitting representations on your behalf.

17. Legal expenses insurance

Legal expenses insurance may sometimes be available under a household or other insurance policy. You should check whether you have cover.

Unless your insurer agrees otherwise, you remain responsible for our fees. We can provide information about work undertaken so that you can make a claim. Time spent dealing with the insurer or assisting with a claim may be charged separately at our usual hourly rates unless agreed otherwise.

18. Legal aid

Some defendants may be eligible for legal aid depending on their circumstances. Eventum Legal does not undertake legally aided work and acts for clients on a private-paying basis.

We cannot advise you whether you qualify for legal aid. If you wish to investigate eligibility, you should contact a legal-aid firm. We can provide a referral if appropriate.

You confirm that you wish us to represent you on a private-paying basis.

19. Data protection, confidentiality and file review

We use information you provide primarily to provide legal services and for related purposes including record keeping, management, statutory and regulatory compliance and administration.

Information may be held electronically and/or in paper records. Our handling of personal information is subject to applicable data protection law and our professional duty of confidentiality.

We may need to share information with third parties such as barristers, expert witnesses, professional advisers, service providers and regulators where this is necessary or permitted for the conduct of your matter or our regulatory obligations.

Our files may be reviewed by auditors, accountants, accreditation bodies or our regulator for audit, quality-control or regulatory purposes. Where we use outsourced service providers, we take appropriate steps to protect confidentiality and security.

You have rights in relation to your personal data under applicable data protection law. Please contact us if you wish to exercise those rights or require further information about how we process your data.

We may send you information about services or other matters that we think may be relevant to you. You can ask us not to send marketing information.

20. Money laundering and confidentiality

We have professional duties of confidentiality, but those duties are subject to legal and regulatory exceptions.

We may be required by law to make a report to the National Crime Agency or another authority where we have a relevant suspicion concerning money laundering or other criminal property. Where the law prohibits us from telling you about such a report, we will not do so.

21. Cash and card payments

We do not normally accept cash payments of more than £500.

We do not charge a card-processing fee for personal credit or debit cards such as Visa or Mastercard. Payments made using a company or commercial card may attract a processing fee equivalent to the fee charged to us by the card provider. At the time of the previous Terms, this was 1.8%.

22. Complaints

We want you to be satisfied with the service you receive. If you are unhappy, please tell the lawyer dealing with your matter as soon as possible so that we have an opportunity to resolve the issue.

If you remain dissatisfied, you should make a formal complaint in accordance with our complaints procedure. A copy of our complaints procedure is available free of charge and on request.

If we cannot resolve your complaint, you may have the right to refer it to the Legal Ombudsman. The contact details in our previous Terms were:

- Telephone: 0300 555 0333
- Email: enquiries@legalombudsman.org.uk
- Website: www.legalombudsman.org.uk
- Post: Legal Ombudsman, PO Box 6167, Slough, SL1 0EH

If your complaint concerns the professional misconduct of a CILEx Approved Manager, CILEx member or CILEx Practitioner, you may also be able to refer it to CILEx Regulation in accordance with its applicable rules and time limits. The contact details in our previous Terms were:

- Telephone: 01234 845770
- Email: info@cilexregulation.org.uk
- Website: <https://cilexregulation.org.uk>
- Post: Room 301, Endeavour House, Wrest Park, Silsoe, Bedfordshire, MK45 4HS

We do not currently agree to use an alternative dispute resolution scheme such as ProMediate. Our position is that our internal complaints process, together with the Legal Ombudsman and CILEx Regulation where applicable, provides an appropriate route for resolving complaints.

23. Distance contracts and cancellation rights

Where applicable, consumer protection legislation may give you a 14-day cancellation period if we have not met you before entering into the contract.

If you ask us to start work during any applicable cancellation period, you acknowledge that we may charge for work properly carried out in accordance with your instructions during that period. The previous Terms stated an hourly rate of £350 plus VAT for such work; the rate applicable to your matter should be checked against your Engagement Letter.

24. Central Funds, prosecution costs and court financial penalties

You should not assume that your legal costs will be recovered from Central Funds even if you successfully defend your case. The availability and amount of any recovery depends on the applicable rules and circumstances.

If you plead guilty or are convicted, you may also be ordered to pay prosecution costs. A court may impose a fine depending on the offence and sentence, and a victim surcharge may also be payable. These amounts are determined by law and can change.

You should ask us if you require advice about the financial consequences applicable to your case.

25. Ending the retainer

25.1 Your right to end the retainer

You may terminate our instructions in writing at any time. The financial consequences of ending the retainer will depend on your Engagement Letter, the stage reached in your matter and the work already undertaken, subject to any rights you have by law.

25.2 Our right to cease acting

We may cease acting where permitted by our professional obligations, including where you fail to pay fees, fail to provide necessary instructions or information, there is a breakdown in trust and confidence, or continuing to act would place us in breach of a legal or professional obligation.

If we cease acting, we will give you such notice and take such steps as our professional obligations require, taking account of the circumstances and any court deadlines.

26. Changes to these Terms

We may need to update these Terms to reflect changes in law, regulation, professional requirements or our services. Any variation affecting your retainer will be notified to you and, where required, agreed in writing.

27. Agreement

By signing below, you confirm that you have read and understood these Terms of Business and agree that they, together with your Engagement Letter / Client Care Letter, form the basis on which Eventum Legal will act for you.

You confirm in particular that you understand that:

- your Engagement Letter sets out the specific work included within your retainer and the fees applicable to your matter;
- ordinary day-to-day communications may be included within a fixed fee, but lengthy or substantive telephone calls and emails may be treated as chargeable conferences or additional work;
- During the course of a case, circumstances may arise which could not reasonably have been anticipated at the beginning of the matter. Where additional work, services or expenses fall outside the scope of the agreed retainer or fixed fee, additional charges may apply. We will notify you as soon as reasonably practicable when we become aware that additional work or costs are likely to arise and, where appropriate, explain the basis and likely amount of those charges before the work is undertaken.
- client-requested conferences are ordinarily charged at £350 plus VAT per hour unless your Engagement Letter states otherwise; and
- if you cancel or rearrange a conference with less than 24 hours' notice, or fail to attend, the reserved time may be charged.

SIGNED TO CONFIRM AGREEMENT

Signature: _____

Name (printed): _____

Date: _____