

INTERNATIONAL LAW CONNECTION LTD



No problem too great, no stone left unturned

Terms and Conditions (T&C)

1. Introduction

1.1. By your contact to our company with request to engage services of our company you have accepted these T&C and agree to receive our services on the terms described below. In these terms and conditions of business “we” or “us” refers to International Law Connection Ltd (ILC), the company limited by shares, Company No. 07645183 registered in England and Wales, registered office address at 31 Sunderland Place, Shortstown, Bedford, MK42 0FE.

1.2. Your instructions, together with our terms and conditions of business which appear below, constitute the “Engagement Terms” and form the contract between us under which we will provide services to you. Acceptance of the commencement of the provision of services to you shall be deemed to be acceptance of our engagement terms.

1.3. Our agreement to provide services may be varied by agreement during the course of the matter. In the event of any inconsistency between your instructions and these terms and conditions of business, the T&C shall prevail. Only written Agreement between parties can revoke these T&C in part or in whole entirety.

2. People responsible for your work

2.1. ILC is an English limited company which is a body corporate and which has “members” and not “partners”. However, our members prefer to use the title of “partner” in our dealings with our clients and accordingly, when we refer to a person being a “partner” this means the person who is a member of ILC. No reference to a “partner” is to imply that any person is carrying on business in partnership for the purposes of the Partnership Act 1890.

2.2. The contract under which our services are provided to you is with ILC Ltd and not with an individual Partner, employee or agent of ILC Ltd.

2.3. Our Lawyers are legal practitioners and have necessary qualifications, experience and abilities to provide you with the services. We are agreeable to provide you our services on the T&C set out below.

Disclaimer:

By this we are notifying you that:

(1) ILC staff are not UK qualified Lawyers or Solicitors. However, they are Foreign Lawyers and Advocates who have knowledge and skills, can carry on non-reserved legal activity and specified activities as exempted legal practitioners (as described below).

They can provide qualified legal assistance in Russian/European/International Law, in the Employment Law of England and Wales and can represent you to Russian and any former USSR countries' courts and to the UK Tribunals and small claims courts.

Our Lawyers are exempted legal practitioners for purposes of claim management in accordance with Article 4 (1) of the Compensation (Exemptions) Order 2007:

Section 4(1) of the Act does not prevent the provision of a regulated claims management service in the circumstances that -

(a) the service is provided -

(i) by a legal practitioner;

(b) the legal practitioner acts in the normal course of practice in a way permitted by the professional rules to which s/he is subject.

Ministry of Justice of the UK confirmed this in their letter dated 24/11/2017 under Reference number AT/390719/JLP.

(2) In accordance with Claim Management Regulations, legal practitioner can carry the following activities:

- advising a claimant
- investigating a claim
- representing a claimant

in the following areas of law:

- financial services and products
- personal injury
- housing disrepair
- specified benefit
- criminal injury
- employment law
- debt recovery

(3) **We can help you additionally:**

- i. With writing letters, applications, statements or other documents
- ii. With negotiations, conciliations, mediations in any disputes with the CSA, employers/employees, business partners, landlords, HMRC, local authorities, debt collectors, credit agencies, Banks, energy suppliers or any company etc.
- iii. As your representative in these discussions / negotiations / conciliations / mediations or other considerations for resolving disputes without litigation.
- iv. In your disputes where you are a consumer or a business or business owner.
- v. As your representative to commercial courts, Small Claim Courts and to Tribunals (Employment, Social Security, Tax etc.) or to Commissioners.
- vi. With any disputes and documents which require the application of the Russian/European/International Law.

Our help provided additionally in accordance with this para (3) should not be taken as UK legal advice in reserved activity or UK financial advice for the UK Client particular situation.

(4). Engaging us, you are confirming that you understand everything mentioned above and agree with the information and statements herein.

3. Instructions and Scope of Engagement

3.1. We shall be entitled to act on the instructions of any of your apparently authorised employees or agents and to rely on any information provided to us by such employees and agents. To act for Banks or official bodies, you should provide us with a Letter of Authorisation as below:

(Recipient Name)
(Recipient Address)
(Recipient Contact Information)

(Your Name)
(Your Address)
(Your Contact Information)
(Date)

(Subject)(Dear Recipient Name:)

I, (Your Name), hereby give (Appointed Representative) permission to act on my behalf with regards to (Target of Authorisation). The scope (Scope of Duties and Responsibilities) of this letter of authorization includes handling (Actions which supposed to be done, type of transactions), documents and client affairs.

This letter of authorization will be in effect from (Start Date), to (End Date). If you have any questions or concerns, please feel free to contact me at (Your Contact Information).

Sincerely,

(Hand-written Signature)
(Date)
(Notary or Witness if Required)

3.2. We shall carry out our engagement as agreed. We shall not be responsible for any failure to advise or comment on any matter which falls outside the scope and limitations of our engagement and will have no responsibility to you to update any advice for events or changes in law which take place after the advice has been given..

3.3. Our services will not include tax advice on, or the tax implications of, any instruction or course of action unless this is expressly agreed in writing at the outset, or during the course, of a matter. We do not accept any responsibility if we do not advise you to seek tax advice and will not be liable for losses which arise as a result of any failure to seek tax advice.

3.4. Advice rendered by us is provided for your benefit and solely for the purpose of the instruction to which it relates. It may not be used or relied on for any other purposes or any person other than you without our prior written agreement. In particular, nothing in these terms and conditions of business confers any right on any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

4. Fees and expenses

4.1. We will do our best at the outset to give you an estimate of the likely overall cost in relation to a matter. There are, of course, many variables which come into play and therefore we will provide you with an estimate based upon the information we have at any particular stage. Unless a written Agreement states otherwise, any estimate or quotation of costs we give you is only a guide to assist you in budgeting and should not be regarded as a firm.

4.2. Quotation or a fixed or capped fee. We shall do our best to notify you if any estimate of our time and/or fees that we have given you needs to be changed as a result of a change in circumstances. We do not provide any services on a fixed fee conditions unless it is expressly specified in writing.

4.3. Any payment for our services shall be made as a pre-payment and for each our subsequent action in accordance with our Invoice.

4.4. If you consider some extra of our services, the Payment will be charged for each our subsequent action in accordance with the approved Company Service Fee. Your payments shall be made in advance for each subsequent action.

4.5. You have to make a payment by the time specified by the invoice. Failure to do so will result in our refraining from carrying out the work required by you. This will occur until payment is received in full.

4.6. After completing work on specific actions, we shall send to you (by hand, mail, email or via the Internet), a copy of the performed work and resulting documents.

4.7. You agree to pay all expenses incurred by us for the appropriate action in accordance with your instructions (postage, travel costs, etc.). Postage expenses include postage fee and costs of time spent for this.

4.8. You agree to pay printing costs plus an administration charge of 10% for all our paperwork made for you. You will pay for time spent on printing for you.

4.9. The payments mentioned in this clause do not include any fees of government bodies which you will pay yourself if necessary.

4.10. 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.

4.11. Our charges are primarily based upon the time we spend dealing with your matter including meetings with you and others; any time spent in travelling (for example, to and from Court or to meetings); considering, preparing and working on papers; correspondence (whether written or electronic); and making and receiving telephone calls. The hourly charging rate which will apply depend on whether your issue related to your business or not. Standard rates are as follows: Private client not connected to any business issues will charge with an hourly rate of £60, business client's hourly charge is £75.

4.12. However, these rates can be variable taking into account a number of factors which include the complexity of the issue, the speed at which action was to be taken; the expertise or specialist knowledge which the case requires and, if appropriate, the value of the property or subject matter involved. Accordingly, the rate may be increased if, for example, the matter becomes more complex than expected. If the scope of the work changes or our assumptions change, we will discuss a revised fee arrangement or estimate with you.

4.13. If there is to be a change in the hourly rates applicable to your matter, you will be notified in writing and you will then be bound by them. If you do not accept the new rates after review, we reserve the right not to continue acting for you.

4.14. Routine letters and e-mails that we write and routine telephone calls that we make and receive will be charged as units of 1/10th of an hour. Other letters, e-mails and telephone calls will be charged on a time basis.

4.15. Please be alerted to the fact that regular e-mails which need attention tend to increase costs significantly. We therefore encourage all clients to use e-mail sparingly as cost estimates can be rapidly exceeded.

4.16. The charges quoted are exclusive of VAT which will be added where appropriate.

4.17. Expenses or disbursements (i.e. payments to third parties) including travel expenses, search fees, stamp duty and the fees of counsel and other experts will be charged in addition together with photocopying, faxes and petty incidentals as appropriate. VAT is also payable on certain disbursements. We will notify you in advance of any significant disbursement to be incurred on your behalf and for which payment is due in advance.

4.18. We review charges annually, usually from 1 May.

5. Billing arrangements

5.1. We will send you a final bill after completion of the matter. However, it is likely that we will also render interim bills to you at regular intervals until the matter is concluded. If a payment on account has been made by you, this will be utilised towards satisfying interim bills. Any balances held will remain as general money on account of fees and disbursements to be incurred we may also request you to make further payments on account from time to time.

5.2. Even if someone else has agreed to pay or be responsible for payment of all or part of your legal costs, we will normally address our bills to you and you will, in any event, be primarily liable to us for those costs.

5.3. Our bills are due for payment on delivery and we will be entitled to claim interest at the rate of

4% above the base rate of Barclays Bank PLC if any of them are not discharged within 30 days after the date the bill is sent to you.

5.4. We may pay any outstanding invoice by deduction from money we hold for you (including money received from others).

5.5. If you have any queries about a bill, please, contact the person who sent it as soon as you receive it. Please note that you may have a right to object to the bill by making a complaint.

6. Equality and Diversity

6.1. This firm is committed to promoting equality and diversity in all of its dealings with client, third parties and employees, and is required to produce a written Equality and Diversity Policy. Please contact us if you would like us to send you a copy of that Equality and Diversity Policy. Consistent with our internal policies and procedures, we will not discriminate in the way we provide our Services on the grounds of age, disability, gender re-assignment, marriage and civil partnerships, pregnancy and maternity, race (including colour, nationality (including citizenship) ethnic or national origins), religion or belief, sex, sexual orientation.

7. Special Conditions in Litigation matters

7.1. As a general rule, we are not prepared to enter into “conditional fee” (i.e. no win no fee) arrangements, but if you feel that you would like to discuss this further with us then please feel free to do so. A conditional or contingency fee arrangement will not be entered into on behalf of the firm without a thorough initial risk assessment being carried out and approved and authorized by at least two partners in the firm.

7.2. If your matter is a litigation matter or becomes so, our aim is to ensure that you are successful and that you obtain a settlement or judgment against your opponent which provides that your opponent meets your legal costs. These costs are often subject to a Court / Tribunal process known as “assessment” which means that the costs ordered to be paid by another party, will cover the entire amount of costs that you will be liable to pay to us for conducting the litigation. If you lose your case, you are likely to have a costs order made against you so that you will be obliged to pay your opponent’s costs on a similar basis.

7.3. Please note that it is open to the Court at certain hearings during the litigation to “summarily assess” the costs of any particular hearing and order that one of the parties pays the other costs of the hearing within 14 days. If you fail to pay you risk losing your case.

7.4. Interest will be claimed on the costs which another party has to pay to you and if you request us to do so, we will attempt to enforce an Order for costs against another party. However, any further costs in taking such action will be your liability, although we will claim for these costs as part of the assessment procedure. Throughout the case you should always give consideration to the likelihood of enforcing any orders that are made in your favour. It is, in practice, often the case that litigation has to be abandoned because the opponent has no money or there will be major problems in enforcing any judgment or Costs Order obtained. If an opponent is publicly funded you will not be able to recover your costs, even if you are successful unless there are exceptional circumstances.

7.5. We will do our best to advise you throughout as to the continuing merits of pursuing the

litigation but please bear in mind that embarking upon litigation, even with the most meritorious of cases, carries risks and the outcome cannot be guaranteed. This is something you should consider throughout the case, but we stress at all times that you are primarily responsible for paying our costs whether you win or lose your case.

7.6. Legal aid provides assistance to people who are otherwise unable to afford to pay for legal representation in court and/or legal advice. At ILC we do not undertake Legal Aid.

8. Money Laundering Precautions

8.1. We are applying procedures to guard against the risk of money laundering. It will help us to avoid any problems with your legal work if you bear in mind the following points.

8.2. Identification checks - we may need to obtain formal evidence of your identity. This may be necessary even though we have acted for you before, or even if you are known personally to a member of staff. We will tell you if such evidence is necessary, but it may help us if you are able to bring evidence to our first meeting. Normally, the evidence we request is your passport, plus two or more documents to establish your address, such as recent utility bills, council tax statements, or bank statements not being more than three months old as proof of address. In certain circumstances we may carry out searches to verify your identity and proof of address.

8.3. Cash – We are normally only able to accept cash up to a limit of £500.00 in any 28-day period. If you circumvent this policy by depositing cash direct with our bank, we reserve the right to charge for any additional checks we deem necessary regarding the source of funds. This can be costly and will almost certainly delay your transaction.

8.4. Source of funds - at the start of any matter we will normally ask you to tell us the source of any funds you will be using. It is simplest if the source is an account, in your name, in a UK bank or building society. If the source is an unusual one, such as an account in another country, or in the name of someone other than yourself, please tell us as early as possible, including the reason. Failure to disclose the details of the source of funds may lead us to terminate your retainer.

8.5. Confidentiality - we have always sought to keep our client's affairs confidential.

9. Raising queries or concerns with us

9.1. We are committed to providing a high-quality service in all respects and keeping you advised regularly of the progress of your matter. If you have any queries or concerns about our work for you, (including any complaint about our charges or bills) please raise them in the first instance with the Client Partner. We have a procedure in place which details how we handle complaints, which is available on our website or upon request.

10. E-Mail

10.1. We may communicate with you by e-mail, unless you request us not to do so. Documents sent to you by e-mail (whether or not containing confidential information) will not be encrypted.

10.2. It is your responsibility to protect your system from viruses and any other harmful code or device.

We try to eliminate them from e-mails and attachments, but we accept no liability for any which remain. We may monitor or access any e-mails sent to us.

11. Termination

11.1. You may withdraw your instructions on any or all of your matters at any time by written notice to us. We may keep all of your papers and documents whilst there remains any unpaid charges or expenses due to us on any matter.

11.2. We will only stop acting for you if there is good reason, for example, if you do not pay an interim bill or money requested on account of our charges, or if you fail to give us proper instructions or your instructions conflict with our rules of professional conduct.

11.3. If you or we decide that we no longer act for you, you will be responsible to pay our outstanding fees, expenses, disbursements and VAT (including those not yet billed) to the date of termination.

12. Retention of deeds and documents

12.1. At the conclusion of a transaction, we will store documents and deeds on your behalf for a reasonable period of time. Such papers or files may be stored in an electronic form. This service is currently free of charge. We do not always store clients' deeds and documents on our own premises but sub-contract out our storage facilities to independent third parties.

12.2. We also reserve our rights to destroy your files and papers after a reasonable period, without prior notice to you, unless we receive a written request from you during this period. At your request we will return any papers or property belonging to you which are not subject to a lien or otherwise being stored for safe keeping.

12.3. If we retrieve documents or papers from storage in relation to continuing or renewing instructions from you, we will not normally charge the direct cost for removal from storage. However, in all other cases, we reserve the right to make a charge for the retrieval or delivery of any stored files, papers or deeds or a charge based on the time we spend reading stored files, papers or deeds, writing letters or other work necessary to comply with your instructions.

13. Provision of Service Regulations 2009

13.1. We comply with the above regulation by displaying the required details of our Professional Indemnity Insurance in our office.

14. Data Protection Act 2018 (the "DPA")

14.1. We are registered under the Data Protection Legislation. The personal information provided by you will be held by DKLM for record keeping and general administration in the context of our business. In most circumstances we are able to supply you, upon payment of a fee, with copies of the information we store about you and your business.

14.2. Some of our typing work is carried out on our behalf by external service providers. This work is carried out under conditions of rigorous security and confidentiality and the service provider is obliged to ensure that your rights under data protection legislation are protected. However, if you do not wish to have your file passed onto external service providers, there is the option of opting out of this if you confirm your request in writing to us.

14.3. In respect of any personal information which we process during the course of a matter we will comply with our duties under the DPA and we will take reasonable steps to ensure the reliability of our employees who have access to your personal information.

14.4. We may use the information you provide to contact you or appropriate persons within your organisation about our legal services which may be of interest to you or your organisation.

15. Application of these terms

15.1. Your continuing instructions will amount to your acceptance of these terms of business. These terms supersede any earlier terms of business we may have agreed with you and, in the absence of express agreement to the contrary, will apply to the services referred to in your Engagement instructions accompanying these terms and all subsequent services we may provide to you. If it is necessary at any time to amend or supersede these terms with new terms, we will notify you of the changes. Unless we hear from you to the contrary within 14 days after such notification, the amendments or new terms will come into effect from the end of that period.

15.2. Each contract between us shall be subject to and governed by the Laws of England and Wales. Any dispute arising from or under our contact with you shall be subject to the exclusive jurisdiction of the English Courts.
