

STANDARD TERMS OF BUSINESS

1. ABOUT US

In these terms, “we”, “us” and “our” refer to Hampshire Legal Services (also referred to as “HLS”).

We are the in-house legal practice of Hampshire County Council (“the County Council”). We provide legal services to the County Council and to a wide range of “external” clients: primarily public and third sector organisations that are involved in the delivery of public services.

The County Council is registered with the Solicitors Regulation Authority (“SRA”) as an employer of in-house solicitors (SRA ID: 64065). It is not regulated by the SRA. However, most of our lawyers are solicitors who are personally regulated by the SRA and adhere to the SRA Standards and Regulations (“the SRA rules”). Some of our lawyers are regulated as chartered legal executives by CILEx Regulation or as barristers by the Bar Standards Board.

HLS complies with the County Council’s [Equality objectives and Zero Tolerance statement](#) and its [Inclusion Strategy](#). We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees, including through the provision of reasonable adjustments.

2. OUR AGREEMENT WITH YOU

When you instruct us to provide legal advice or support, we will confirm your instructions in writing as soon as practicable. If you are a new external client, we will agree a “General Retainer Letter” or a “Service Level Agreement”, which will set out the terms on which we are generally retained to provide you with legal advice and support. In addition, for any substantive request for legal services, there will normally be a separate “Case Confirmation” in which we will set out terms that are specific to that work (e.g., our fee estimates).

In these terms, “you” and “your” refer to the client identified in the relevant Case Confirmation and/or General Retainer Letter/Service Level Agreement.

When we provide legal services to you, it is on the basis of a Legal Services Agreement which comprises these Standard Terms of Business as supplemented and/or varied by any:

- General Retainer Letter or Service Level Agreement;
- Case Confirmation; and/or
- any other agreement between us that these Standard Terms of Business should be varied or disappplied in whole or in part.

Whilst we request that you confirm your acceptance of our Legal Services Agreement in writing, we will be entitled to assume your acceptance of it when we have commenced work with your knowledge.

The legal work we do for you is solely for your benefit as our client and our terms can only be enforced by you or us, and not by any third party.

As we are part of the County Council, your Legal Services Agreement is with the County Council, which will make all taxable supplies (VAT No: GB189406822) and raise all invoices for payment.

3. SERVICES THAT WE PROVIDE

The services that we provide will be as described in our Legal Services Agreement to the extent that such services are within our expertise and are of a sort that we would normally provide to our clients (for further information in this respect please see [our website](#)).

If you ask us to provide additional or ancillary services that fall outside the scope of our Legal Services Agreement, we will not be obliged to do so, but if we do then such services will be provided on the basis that they are provided under our Legal Services Agreement unless we agree otherwise.

We cannot accept responsibility for any other advice that may be provided to you unless it has been expressly agreed that we and/or other specialist colleagues in the County Council will provide that advice.

We do not provide advice about investment, accounting or taxation issues and you are strongly advised to take separate professional advice in this respect.

4. CONFLICTS OF INTEREST

If the work that you ask us to undertake would raise a conflict of interest, we will only undertake that work (or continue to do so if the conflict emerges subsequently) where this is permitted by the SRA Rules.

Where there is a conflict between the interests of two external clients, we will work with both clients to manage the issue. This may mean that we can continue to work for both clients.

By contrast, where one of the clients is the County Council, we would not act for an external client whose interests are in conflict with the interests of the County Council.

5. OUR RESPONSIBILITIES AND YOUR RESPONSIBILITIES

When we provide our legal services to you, you can expect from us that we will:

- provide you with the contact details of your “Case Lawyer” who will have day-to-day responsibility for your instructions, as well as their “Supervisor” (these individuals should be your first point of contact for the work in question, but if they are not available you can speak with any other member of their team);
- provide you with the contact details of your “Client Relationship Manager”: a senior member of HLS, who will seek to ensure that our overall support for you is well coordinated and delivered in a way that meets your needs;
- keep your matter under review;
- advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter in a way that enables you to make informed decisions; and
- treat you with courtesy and respect.

We expect that you will:

- respond to all requests for information and supporting documents promptly to avoid any delay in the progression of your matter and/or provision of advice;
- notify us if your contact details change;
- inform us of any time limits or objectives that might not be obvious to us; and

- tell us immediately if your circumstances and/or objectives change or if you are not sure you understand any information we provide.

We will both conduct all our affairs in a reputable manner and observe all legal requirements in our dealings with each other.

6. COMMUNICATIONS

Unless you advise us to the contrary, we will be entitled to assume that all your employees and agents are authorised to give instructions on your behalf.

You can contact us in writing, which can be by means of a letter or email. You will find all the relevant contact details on [our website](#). We will be entitled to send emails to you using the address(es) that you use to communicate with us, unless we agree otherwise.

You can also contact us by telephone, a video conferencing platform or (by prior arrangement) in person. When we advise over the telephone, a video conferencing platform, or in person, we will keep an appropriate written note of significant advice provided or issues agreed, which may be incorporated in a confirmatory email.

7. TIMESCALES AND CASE PROGRESSION

If we have received all necessary information, then for routine or other non-urgent matters we aim to provide you with a substantive response to a request for advice within five working days. If this is not possible, the aim is to provide the advice as soon as possible, but in any event within 15 working days. Where it has been agreed that a matter is urgent, we will always aim to provide a substantive response as soon as reasonably practicable.

Where appropriate, we will agree a timetable, which will be kept under review, for the progression of your matter. This may include a “Case Plan” for complex instructions. If it is necessary to change any previously agreed course of action, we will contact you to discuss our recommendations.

Apart from providing formal legal advice, we aim to keep you advised about progress at appropriate intervals. We will discuss key decisions with you and will report promptly in respect of important developments, such as the outcome of court hearings or where settlement offers are received. If you advise us about additional reporting requirements, then we will take these into account where possible.

8. THIRD-PARTY SUPPORT

It may be necessary or more cost effective to instruct counsel (a barrister) to undertake some aspect(s) of your matter; in particular to appear in a court or tribunal. In some cases, we may also need to instruct an expert witness to provide advice on specialist issues.

Whenever any third-party support is required, we will discuss the arrangements with you. The selection of any expert will be based on the strengths, experience and cost of the proposed expert and, where possible, will reflect your preferences.

Where counsel or an expert is appointed, you will be responsible for prompt settlement of their fees, which will normally be included as a “disbursement” on our invoice.

9. CHARGES AND DISBURSEMENTS

Unless we agree otherwise, we will charge for the services that we provide by reference to the time that legal staff who charge for their time (“fee earners”) spend in dealing with your work. Time is recorded by individual fee earners in units of six minutes (10 units being equivalent to one hour).

Our standard charging rates are as notified to you from time to time. These rates will apply unless other rates have been expressly agreed with you in writing. Our standard charging rates are reviewed annually with (if appropriate) amended rates applying for time worked on or after 1 April in each calendar year.

We will normally invoice you monthly in arrears. By agreement with you, invoices can be issued on another basis (e.g., on completion of a specific matter). We will usually only issue interim invoices where unbilled charges and/or disbursements exceed £500.

All invoices are payable within 30 days. We reserve the right to charge interest at 2% above the Bank of England’s Bank Rate on any amount that remains unpaid after 30 days from the date of the invoice.

Our charges are exclusive of VAT and any disbursements or other expenses (e.g., counsel, expert, court and/or search fees) which you are responsible to pay in full.

10. FEEDBACK, CONCERNS AND COMPLAINTS

We are committed to providing a high-quality legal service to all our clients. We acknowledge that we might not always get it right, so if you think something has gone wrong, we invite you to discuss your concerns with your Client Relationship Manager. We welcome all comments and suggestions, and we approach all feedback in a positive way to continuously improve our services.

If you have a complaint that cannot be resolved by your Client Relationship Manager, then you should refer to our Complaints Procedure in the Schedule below.

11. CONFIDENTIALITY

We do not disclose personal data to third parties other than to employees and sub-contractors to whom such disclosure is reasonably necessary to provide services to you or to the extent required by law.

If we are required as a matter of law to disclose information about you, we may not be permitted to disclose to you the fact that we have done so.

You agree to external quality assessors for audit or quality checks (Lexcel or another regulatory body) viewing your file(s) to assess our compliance with the relevant standards. Any assessor will be required to maintain confidentiality in relation to the file(s).

12. DATA PROTECTION

The County Council is a data controller for the purposes of the General Data Protection Regulation and Data Protection Act 2018. It is bound by the Regulation and the Act (and any successor legislation) to implement appropriate technical and organisational measures to ensure an appropriate level of security of personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage.

We are entitled to process (which includes obtaining, consulting, holding, using and disclosing) your and others' personal data to enable us to provide legal services and to comply with legal and regulatory requirements to which we are subject.

We will process personal data in accordance with [our privacy notice](#) (which should be read in conjunction with the County Council's [general privacy notice](#) as this contains information about data subject rights and the right to complain to the Information Commissioner's Office). The County Council's Data Protection Officer can be contacted by email: data.protection@hants.gov.uk.

Both you and the County Council may receive data subject requests (including subject access requests). Accordingly, we both recognise that we may be under an obligation to provide to third parties information relating to your instructions. We both agree to assist each other to comply with data protection obligations. If either party receives a data subject request, the other party will respond to any request for assistance promptly (and, in any event, within 7 days) and at its own cost.

We will keep our case files (electronic and/or paper records) in accordance with the County Council's retention periods, which ensure that data is not kept for longer than necessary. On expiry of the relevant period, they will be deleted and/or destroyed, unless you ask for them to be returned. or stored in safe custody (for which there may be a charge).

Whilst lawyers employed by the County Council are not subject to anti-money laundering regulations, we reserve the right to obtain information about your identity and the source of any funds.

13. FREEDOM OF INFORMATION

This condition only applies to us if you are a public authority for the purposes of the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004.

You and the County Council recognise that we may be under an obligation to provide information to third parties that may include matters relating to your instructions.

We agree that we will assist each other to comply with freedom of information and environmental information obligations and, if either party receives a request for information, the other party will respond to any request for assistance promptly (and, in any event, within 7 days) and at its own cost.

14. COPYRIGHT

Copyright in all documents and materials we produce for you or make available to you as part of our legal services to you will remain the property of the County Council. However, you are licenced non-exclusively in perpetuity to use those documents and materials for the purpose for which they were provided to you by us. This licence is conditional on your having paid all charges due for our services to you. You may assign this licence to any successor to the relevant part of your organisation or activities. The licence will be terminated if any unauthorised use of the copyright is made.

15. LEGAL LIABILITY

If we are in breach of our duties and liable to compensate you then you agree that it is the County Council and not those acting on its behalf that is liable. In this event, the County Council's maximum liability will be **£5 million** (unless a different amount is agreed with you in writing), but this does not limit liability for fraud, negligence resulting in death or personal injury or otherwise where a restriction on liability is not permitted by law.

Apart from this, we will each be liable to the other for the consequences of any breach of our respective obligations under our Legal Services Agreement. However, we will not be liable to each other where a breach is a direct result of circumstances beyond the relevant party's control which could not reasonably have been avoided.

We will each maintain such insurances as are necessary to cover our liabilities. Evidence of our current professional indemnity insurance can be provided to you on request.

16. CONCLUSION OF INSTRUCTIONS

We will normally continue to act for you until it is agreed that you do not want us to provide any further legal services. This may be in respect of a specific matter (e.g., where a transaction has been completed) or more generally (e.g., you no longer have a requirement for legal services).

We may exceptionally give you notice of the fact that we are no longer able or prepared to act for you. This will only be for good reason and may include a failure on your part to comply with your obligations to us (including a failure to pay sums due) or a conflict of interest that precludes us from continuing to act for you.

Termination of our Legal Service Agreement with you will have no effect on the liability of either party for the payment of any sums due or any rights of remedies of either party (including any lien to which we are entitled in respect of your papers or other property) that accrued prior to the date upon which termination takes effect.

SCHEDULE - HLS COMPLAINTS PROCEDURE

1. **RAISING A CONCERN OR MAKING A COMPLAINT.** Any concerns or complaints about the level or quality of HLS's services (including in respect of any invoice), should first be addressed in writing to the member of staff concerned. If you would prefer to raise this with someone else or are dissatisfied with the initial response, you may contact the relevant supervisor directly. If you do not know the identity of the supervisor the name will be provided on request.
2. **INITIAL REVIEW OF YOUR CONCERN OR COMPLAINT.** Your concern or complaint will be forwarded for review and consideration to the relevant supervisor or, if it relates to the supervisor or another senior team member, to that person's line manager. Where the concern or complaint is about the Head of Legal Services, this should normally be raised with that person in the first instance, but if you would prefer, or if you are dissatisfied with the Head of Legal Services' response, you may contact the Chief Executive of Hampshire County Council, The Castle, Winchester SO23 8UJ.
3. **SUBSTANTIVE RESPONSE TO YOUR CONCERN OR COMPLAINT.** The person receiving details of your concern or complaint will provide a prompt written acknowledgement to confirm who will be investigating the matter, indicate a timetable for the investigation and provide an estimate of when a substantive response will be available. In responding, consideration will be given to whether any redress (e.g., an apology) is appropriate and whether any amendment to HLS's existing procedures is necessary.
4. **FINAL DECISION.** If you consider that the substantive response that you receive is not adequate then you can make representations in writing to the Head of Legal Services, Hampshire County Council, The Castle, Winchester SO23 8UJ, or by email: hls@hants.gov.uk. The Head of Legal Services will consider your representations and will provide a final decision. Where the Head of Legal Services conducted the initial investigation then your further representations should be addressed to the Chief Executive of Hampshire County Council, The Castle, Winchester SO23 8UJ who will provide the final decision.
5. **ALTERNATIVE DISPUTE RESOLUTION.** If we are unable to resolve your complaint, then we may both agree to enter mediation in good faith to settle our dispute and will do so in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure or another appropriate dispute resolution model on which we both agree.
6. **COURT ASSESSMENT OF BILL:** You may also have a right to object to any bill presented by HLS for legal services by applying to the court for an assessment under Part III of the Solicitors Act 1974. If you apply to court for an assessment, the Legal Ombudsman may not consider a complaint about the invoice. There are strict time limits that apply to court assessment, and you may wish to seek independent advice.
7. **LEGAL OMBUDSMAN:** Subject to eligibility (see below), you can have your complaint independently looked at by the Legal Ombudsman who investigates complaints about service issues with lawyers. The Legal Ombudsman expects complaints to be made to them within

one year of the date of the act or omission about which you are concerned or within one year from when you should reasonably have known that there was cause for complaint. You must also refer your concerns to the Legal Ombudsman within 6 months of our final response to you. For eligible cases, HLS must consider your complaint within 8 weeks of it being made, after which you can refer the matter to the Legal Ombudsman.

LEGAL OMBUDSMAN SCHEME ELIGIBILITY CRITERIA

The scheme is open to you:

if you are (i) an individual; (ii) a business or enterprise that was a micro-enterprise when it referred the complaint; (iii) a charity that had an annual income net of tax of less than £1 million when it referred the complaint; (iv) a club/association/organisation, the affairs of which are managed by its members/a committee/a committee of its members, that had an annual income net of tax of less than £1 million when it referred the complaint; (v) a trustee of a trust that had an asset value of less than £1 million when it referred the complaint; or (vi) a personal representative or beneficiary of the estate of a person who, before s/he died, had not referred the complaint

but you were not, at the time of the act/omission to which the complaint relates: (i) a public body or acting for a public body in relation to the services complained about; or (ii) an authorised person who procured the services complained about on behalf of someone else.

The contact details for the Legal Ombudsman are: Legal Ombudsman PO Box 6806, Wolverhampton WV1 9WJ (W: www.legalombudsman.org.uk ; E: enquiries@legalombudsman.org.uk; T: 0300 555 0333).