
VIA LEGALIS

PERSONAL LEGAL CONSULTANCY

FRAMEWORK ENGAGEMENT TERMS

1. WHO IS VIA LEGALIS

- 1.1. Via Legalis (“VL”) is a legal consultancy practice with its business address at 18 Fitzhardinge Street, London, W1H 6EQ. It is run solely by me.
- 1.2. VL is authorised and regulated by the Solicitors Regulation Authority (the “SRA”) under number 656282. My practice is therefore subject to the terms of the SRA Standards and Regulations, which includes the SRA Codes of Conduct. The SRA Standards and Regulations can be accessed [here](#).
- 1.3. VL practice contact details are:
- Email: lk@vialegalis.co.uk
- Phone: 0207 112 8172
- Mobile: 0797 900 5021
- 1.4. Please feel free to contact me using any of the above.

2. FRAMEWORK OF ENGAGEMENT

- 2.1. In order to maximise flexibility and to minimise the engagement admin, I am proposing that we enter into a framework arrangement, which will be covered by the Framework Engagement Terms and my Terms of Business (together the “**Framework Terms**”). These will set out the overall terms of our working relationship.
- 2.2. Terms agreed for a specific matter will be documented via a short supplemental agreement. It will deal with the scope of work, costs, payment terms and any other relevant provisions relating to a matter.

3. TERMS OF BUSINESS

- 3.1. My Terms of Business can be viewed [here](#). They contain a number of important matters such as termination of retainer, data protection, document retention, professional indemnity insurance, potential funding options and others.

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VIA LEGALIS

PERSONAL LEGAL CONSULTANCY

3.2. Please read them carefully and let me know if you have any questions or concerns.

4. MATTER MANAGEMENT

4.1. Subject to paragraph 9 below, I will have overall responsibility in the relation to a matter I do for you.

4.2. I will keep each matter under review and will keep you regularly informed of its progress, fees (where applicable) and any other matters that require your attention or awareness.

4.3. You can request any information or contact me in relation to the management or progress of a matter at any time.

5. YOUR CO-OPERATION

5.1. In order to maximise the effectiveness and efficiency of my services, I will require your full co-operation.

5.2. Some of the key elements of such co-operation include timely and complete:

- a. settlement of my bills;
- b. instructions and notifications of any changes to previous instructions;
- c. provision and/or preservation of any information or documents required in relation to a matter, regardless of whether they are helpful or unhelpful;
- d. reasonable availability for communications and instructions in relation to a matter; and
- e. compliance with any procedural and substantive requirements applicable to you in the course of a matter.

5.3. Lack of co-operation on your part may result in adverse consequences, additional costs and/or my inability to continue assisting you in relation to a matter.

5.4. Where applicable, I will need to be aware of all individuals that are authorised to instruct me on your behalf.

6. COMMUNICATIONS

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solutions@vialegalis.co.uk | +44 (0) 207 112 8172 | www.vialegalis.co.uk

VIA LEGALIS

PERSONAL LEGAL CONSULTANCY

6.1. Unless we have agreed otherwise:

- a. our main means of communications in relation to a matter will be email and telephone;
- b. alternatively to emails, we can use a secure cloud document exchange platform called Clio Connect¹ for any particularly sensitive documents or communications; and
- c. I will issue my bills in an electronic format (e.g. email or any other form of electronic communications) and you agree that it will be appropriate means for the delivery of my bills to you.

6.2. Please note that email communications and the internet in general are not totally secure or error-free means of interaction. Please be careful and vigilant at all times when using them and take steps to ensure that you have appropriate software to prevent viruses or other malware when using these electronic means.

6.3. Unless caused by my own negligence, I cannot accept any liability for any losses or damages suffered as a result of security, confidentiality or operational failure of your systems due to viruses and other forms of malware.

6.4. If you wish to use WhatsApp or other alternative means of communications, where practical, I will try to accommodate your request. However, please note that such means of communications are **not secure** and you accept all responsibility for any security risks or adverse consequences of using such communication means, including breach of confidentiality. I will have no liability in relation to any of them.

6.5. I cannot accept any responsibility or liability for malicious or fraudulent emails or any other forms of communications that pretend to be coming from me or my practice. You must ensure that any communications appearing to come from me

¹ Clio Connect is a product of the secure cloud practice management software system provided by Clio. You can find a more detailed description of the security features of the system [here](#). Clio software has been endorsed by the [Law Society of England & Wales](#).

VIA LEGALIS

PERSONAL LEGAL CONSULTANCY

or my practice are genuine before relying on or taking action pursuant to anything contained in them.

7. FEES

7.1. My fees and all related considerations for a matter will be set out via a supplemental agreement.

7.2. If I am instructed to commence work in relation to a matter where a supplemental agreement has not been entered into or specific terms in relation to my fees have not been agreed otherwise, all such work will be charged at my standard hourly rate of £425 (no VAT), subject to paragraph 7.3 below.

7.3. Where any work is required to be undertaken outside the regular business hours² as a result of direct or indirect instructions (e.g. where the set timeframe cannot be met without undertaking work outside the regular business hours), I reserve the right to charge a **premium of 1.75** on my normal or otherwise agreed rate for any such work.

7.4. I review my fees and charges regularly and will make you aware in advance of any increases in my fees.

7.5. You can request information about the basis for my fee calculations.

7.6. You may wish to check whether you have an insurance policy that covers any legal costs. Please let me know as soon as possible if you think that it is the case.

7.7. You will be responsible for the settlement of my fees, but please also note paragraph 14 of the Terms of Business.

8. COMPLAINTS

² 9:30am – 6pm on Monday – Friday in the location where the work is to be performed (any bank holidays falling on such days are excluded) and any days falling on public holidays or during personal leave

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VIA LEGALIS

PERSONAL LEGAL CONSULTANCY

- 8.1. If you are not satisfied with any aspect of my work or fees, please let me know first. I have a procedure which explains how I deal with client complaints. I will be happy to provide you with a copy of this policy on request.
- 8.2. If you are not satisfied with the way in which I have handled your complaint, you can ask the Legal Ombudsman to consider your complaint. Normally, you will need to bring your complaint to the Legal Ombudsman within 6 months from receiving my final written response about your complaint. You can find more detailed information on the procedure for making complaints to Legal Ombudsman [here](#)³.
- 8.3. The Legal Ombudsman can be contacted at PO Box 6806, Wolverhampton WV1 9WJ or by phone: 0300 555 0333 or for overseas: +44 121 245 3050; email: enquiries@legalombudsman.org.uk
- 8.4. You also have the right to object to my costs and apply for a costs assessment under Part III of the The Solicitors Act 1974.
- 8.5. The Legal Ombudsman may not deal with a complaint on my costs if you have already applied to Court for an assessment of them.

9. SPECIALIST LAW FIRMS & THIRD PARTIES

- 9.1. There may arise certain matters or elements in relation to a matter where I am unable to assist you. If that is the case, I will explain to you the reasons for it.
- 9.2. In such cases, I will work with you to identify a specialist law firm(s) and/or other specialist third parties that I feel can adequately assist you in relation to such areas or elements (a “**specialist**”).
- 9.3. If you choose to engage any such specialist, that engagement will be directly between you and that specialist on the terms agreed between the two of you. You will be responsible for the settlement of a specialist’s fees or other costs.
- 9.4. I may communicate with a specialist and any other third party involved in a matter that I consider appropriate and who can assist me in providing my

³ Please also see “Who can use our service” in FAQs for certain limitations in case of complaints by certain entities

VIA LEGALIS

PERSONAL LEGAL CONSULTANCY

services to you. The same provisions in relation to communications as set out in paragraph 6 above will apply to my communications with any such third parties involved in a matter.

9.5. Whilst I will do my best to ensure that you receive appropriate assistance from a specialist, I will have no responsibility for the work done by them and will not be liable for any damages or losses arising from the specialist's work done for you.

9.6. Any concerns or complaints in relation to their work that you might have, should be taken up directly with that specialist in accordance with their complaints procedure.

9.7. Please also note paragraph 8 of the Terms of Business entitled "*Commissions*".

10. CONFIDENTIALITY

10.1. Please note that the contents of the Framework Terms, all supplemental agreements, all annexes to any of them and any other documents created pursuant to them are confidential and will remain so for a period of four years from the date of the full and final termination of my retainer.

11. FRAMEWORK TERMS

11.1. The Framework Terms set out the general terms for our contractual relationship. I reserve the right to amend the Framework Terms at any time but will notify you if changes have been made to them.

11.2. There is no blanket retainer between us in relation to my services and you do **not** engage me on a permanent basis. You instruct me separately in relation to each matter regardless of whether or not there is a supplemental agreement for a matter. I reserve the right to decide whether or not to accept instructions in relation to any new matter(s).

11.3. You will be asked to confirm your acceptance of the Framework Terms when you sign a supplemental agreement.

11.4. If the Framework Engagement Terms conflict with any terms contained in the Terms of Business, the Framework Engagement Terms will prevail.

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VIA LEGALIS

PERSONAL LEGAL CONSULTANCY

- 11.5. If the Framework Terms conflict with any terms contained in a supplemental agreement entered into in relation to a matter, the terms of the supplemental agreement in relation to that matter will prevail.

12. ADDITIONAL DOCUMENTS

- 12.1. There are some additional documents that you may find helpful to review and I would recommend that you do so:

12.1.1. [VL Privacy Policy](#)

12.1.2. [VL Cyber Security Guidance](#)

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