

LEGAL NETWORK Wales

TERMS AND CONDITIONS

1. INTERPRETATION

1.1 In these terms and conditions, "we", "us", "our", means Hugh James, and "you", "your", "yourself" means the firm that has been accepted by us as a member of Legal Network Wales.

1.2 All firms (as referred to in condition 2 below) that become members of Legal Network Wales will be referred to as "member firms".

1.3 The attached Schedule 1 forms part of these terms and conditions. In the event of any inconsistency between these terms and conditions and the terms of Schedule 1, these terms and conditions shall prevail.

1.4 Headings shall not affect the interpretation of these terms and conditions.

2. PARTICIPATION IN LEGAL NETWORK WALES

2.1 Upon your completing and returning the membership form and our written acceptance of the same, we hereby appoint you as a member of Legal Network Wales subject to these terms and conditions.

2.2 It is a continuing requirement of your membership of Legal Network Wales that you comply fully with the SRA Code of Conduct 2011 and all rules and professional conduct requirements of the Solicitors Regulation Authority or any other relevant regulatory body from time to time and that you conduct your business affairs with the highest degree of professional probity.

3. FEE SHARING

3.1 We will share with you our fees on each case you refer to us, in accordance with condition 3.2. Your fee share will only be paid in respect of fees that we actually receive. During your participation in Legal Network Wales this fee share also applies to any cases subsequently received directly from your clients, should that happen, as a result of the initial referral from you.

3.2 The fee share for each work type is set out in Schedule 1. We reserve the right to vary Schedule 1 from time to time by giving you notice in writing.

3.3 No fee share is payable in respect of cases referred to us by you where the client has or is likely to have, or in due course receives, public funding.

4. BENEFITS OF PARTICIPATION

4.1 We may provide and develop other benefits for member firms, but we give no guarantee as to the nature, extent, location, timing, or frequency of them and we reserve the right to withdraw, cancel or discontinue any such benefits at any time.

5. RESTRICTIONS RELATING TO CLIENTS

5.1 During your participation in Legal Network Wales, and subject to condition 5.3, we will not solicit or endeavour to entice away from you any of your clients who have at any time been referred to us by you pursuant to Legal Network Wales (unless such client, at the time of such referral, was already a client of ours) with a view to providing legal services to them.

5.2 During your participation in Legal Network Wales, and subject to condition 5.3, you must not:

- (a) solicit or endeavour to entice away from us any of our clients who have at any time been referred to you pursuant to Legal Network Wales (unless such client, at the time of such referral, was already a client of yours) with a view to providing legal services to them; or
- (b) solicit or endeavour to entice away from any other member firm any of their clients who have at any time been referred to you pursuant to Legal Network Wales (unless such client, at the time of such referral, was already a client of yours) with a view to providing legal services to them.

5.3 Nothing in this condition 5 shall prohibit either party from providing legal services resulting from passive sale (as that expression is used in European competition law) or are received as a direct result of a national or local advertising campaign or a referral or recommendation by a third party.

5.4 Each of the restrictions in conditions 5.1 and 5.2 above will remain in place for a period of 12 months from the date of termination of your membership of Legal Network Wales.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 You acknowledge and agree that:

- (a) the name Legal Network Wales is distinctive of the scheme operated by Hugh James Solicitors in which member firms participate and the name Legal Network Wales and any names and marks associated with Legal Network Wales are owned outright and without qualification by Hugh James;
- (b) upon termination, for whatever reason, you shall have no goodwill in the Legal Network Wales name or in any marks associated with it, and you shall have no rights to use any such name or marks, and you must not hold yourself out as being associated with Legal Network Wales, whether in marketing or advertising material or otherwise;
- (c) the copyright in all materials produced or published as part of the development of Legal Network Wales vests in absolutely and no copies are to be made of any Legal Network Wales materials without our consent;

- (d) you will co-operate with us in the event that we decide to apply for any or any registration of the mark relating to Legal Network Wales or any derivative of it or any related marks as a registered trademark in the UK and/or elsewhere;
- (e) you shall not, at any time, including after termination, do or cause to be done anything which in our view might undermine or prejudice the reputation and/or integrity of Legal Network Wales or Hugh James;
- (f) you shall not at any time, seek to register or actually register any domain name including the words Legal Network Wales or any associated mark or any derivative of these; and
- (g) use of the name Legal Network Wales or Hugh James or any associated mark in any marketing or advertising campaign, and the depiction of any such name or mark on any stationery or inside or outside any office without our prior written approval. We may review such approved use from time to time and require that any such use cease immediately without giving any reason.

7. CONFIDENTIALITY

7.1 It is acknowledged and agreed that all matters relating to the entire content of these terms and conditions, and all detail relating to structure, membership, fee sharing, benefits and the organisation and marketing of Legal Network Wales are confidential. You shall not, and shall ensure that your partners, members, employees and consultants shall not, disclose or publish such information in any way, verbal or written, to any party or person, without our prior written consent, except if such information is already in the public domain or must be disclosed by law.

7.2 The obligations as to confidentiality survive any termination of this agreement for as long as is permissible by law.

8. LIABILITY

8.1 Save in respect of any liability which cannot be limited by law, our liability to you arising out of your membership of Legal Network Wales, whether caused by our negligence or otherwise, is limited to any fee share that is due and owing to you.

8.2 Subject to condition 8.3 below, we shall have no liability for any loss of profit, indirect, special or consequential loss arising as a result of your involvement in or departure from Legal Network Wales.

8.3 Nothing in these terms and conditions seeks to exclude or limit our liability for death or personal injury caused by our or their negligence or for fraudulent misrepresentation.

9. TERMINATION

9.1 We can terminate your membership of Legal Network Wales immediately, at any time, by giving written notice to you, without giving any period of notice or any reasons for termination.

9.2 You can terminate your membership of Legal Network Wales immediately, at any time, by giving written notice to us, without giving any period of notice or any reasons for departure.

9.3 Upon termination by either party, you must immediately return to us all promotional material that you have relating to Legal Network Wales.

9.4 If, at termination, we are acting in any matters on behalf of your clients, any such instructions will continue unless and until the client requests in writing that the file(s) be transferred to another practice. In that event, our usual requirements as to payment of outstanding fees or the procurement of appropriate undertakings will operate (as per the terms of the solicitor-client relationship).

9.5 The fee sharing provisions referred to in condition 3 above will still apply to any fees that we receive on those matters after termination, and we will account to you in the usual way (subject to our being able to set off any monies due to us by you against any actual or contingent sums owed to you by us).

9.6 The fee sharing provisions will not apply if any client of yours instructs us directly on a new matter after termination.

10. STATUS

10.1 No aspect of Legal Network Wales is in the nature of a legal partnership between us and any member firm. You must not hold yourself out as being in legal partnership with us or any member firm. You do not have any right or authority to enter into any obligation or liability that binds us or to make any statement said to be on behalf of or attributable to us or Legal Network Wales.

11. USE OF INFORMATION

11.1 We will collect information about you when you join Legal Network Wales and regularly thereafter in order to maintain the accuracy of our records and with the objective of ensuring Legal Network Wales continues to operate as efficiently as possible. The information will enable us to provide member firms with access to Legal Network Wales and to supply services and features of the scheme including those that member firms have requested.

11.2 In particular, we may use information:

- (a) to help identify patterns which we can use in marketing Legal Network Wales and to help us to develop, administer, support and improve Legal Network Wales;
- (b) to contact you for your views on Legal Network Wales and to notify you about important changes or developments to Legal Network Wales;
- (c) for our internal reporting regarding your membership and use of Legal Network Wales;
- (d) to enable third party suppliers of goods and/or services selected by us to make offers to you in connection with goods or services which we think may be of interest to you. If you would prefer us not to use your information for these purposes, please notify us in writing.

11.3 Save as is provided by these terms and conditions, we will not otherwise disclose, sell or distribute your information to any third party without first obtaining your permission unless we are required to do so by law.

11.4 In the course of our relationship pursuant to these terms and conditions, you acknowledge that you are likely to provide us with contact and other information which may constitute Personal Data, and which we will store and use for the purposes of managing Legal Network Wales, including to enable us (or third parties pursuant to condition 11.2(d) above) to contact you or clients you refer. You confirm that you are Data Controller of such Personal Data and have obtained all consents necessary for us to store, use that personal data to other member firms in accordance with terms and conditions. We confirm that we will process and transfer all such data in compliance with the Data Protection Act 1998.

11.5 For the purposes of condition 11.4 above, Personal Data, Data Controller and process and processing shall each have the meaning given to them in the Data Protection Act 1998.

12. ASSIGNMENT

12.1 You may not assign or transfer or purport to assign or transfer any of your rights or obligations under these terms and conditions.

12.2 We shall have the right to assign or transfer our rights under these terms and conditions, and we shall have the further right at any time to subcontract or delegate in any manner any or all of our obligations under these terms and conditions to any third party or agent.

13. GENERAL

13.1 If a court or any other competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of these terms and conditions shall not be affected.

13.2 No person other than us and member firms shall have any rights under or in connection with these terms and conditions.

13.3 We reserve the right to vary these terms and conditions at any time by giving notice to all our member firms. No other variation shall be binding unless and until agreed in writing and signed by us.

13.4 These terms and conditions constitute the entire agreement between you and us with respect to Legal Network Wales and they expressly supersede any previous oral or written representations or agreements relating to Legal Network Wales.

13.5 These terms and conditions, and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the laws of England and Wales, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE 1

LEGAL NETWORK WALES – HUGH JAMES - FEE SHARE GUIDE

Work Type	Fee Share Arrangements
All work types other than those listed below	We pay you 5% of the fees we generate on accepted matters when we receive payment, including interim payments. This can often result in multiple payments on a single matter over its lifecycle.
Clinical Negligence Claims	Following a successful recommendation we pay you £250 plus VAT upfront PLUS 10% of our base costs at the conclusion of the case (less the initial sum paid but subject to a minimum £250 plus VAT).
Personal Injury: Multi track Claims	Following a successful recommendation we pay you £250 plus VAT upfront PLUS 7.5% of our base costs at the conclusion of the case (less the initial sum paid but subject to a minimum £250 plus VAT).
Personal Injury: Fast track and Portal Claims	Following a successful recommendation we pay you the greater of 10% of our total fees or £100 plus VAT - paid at the conclusion of the case.
NHS Redress	We pay you a flat fee share of 10% of the fixed costs recovered at the end of the case. This applies to cases where they fall under the scheme and attract damages less than £25,000 and are covered under the legal fees framework.
Financial Services	Hugh James Financial Services will pay you 20% of their initial fee. Where remuneration is by way of commission Hugh James Financial Services will discuss how the commission is shared between themselves and you on a case by case basis.

Notes:

- (1) No referral fees are payable in criminal cases or in respect of clients who have the benefit of public funding.
- (2) Other than the 'upfront' payments referred to above, we only pay a fee share against invoice and paid amounts.
- (3) We will not pay any fee for the referral of any personal injury or clinical negligence case or any fee which is prohibited by law or regulation. We will pay a recommendation fee if any client of yours instructs this firm following a recommendation by you.