



STANDARD TERMS OF BUSINESS

1.	Introduction.....	2
2.	Contact Details.....	2
3.	Service Standards.....	2
4.	Professional & Ethical Guidelines	2
5.	Professional Indemnity Insurance	3
6.	Our Responsibility to You	3
7.	Your Responsibilities to Us.....	3
8.	Work that is not included	3
9.	Instructions and Authority.....	3
10.	Delegation of Work.....	4
11.	Scope of Our Fees.....	4
12.	Conveyancing.....	4
13.	Referrals.....	5
14.	Liability.....	5
15.	Money Laundering.....	6
16.	Mortgage Fraud.....	8
17.	Communication.....	8
18.	Equality & Diversity	8
19.	Confidentiality	9
20.	Conflicts.....	9
21.	Outsourcing.....	9
22.	Data Protection Act 1998.....	10
23.	Storage of Papers and Deeds.....	10
24.	Suspension and Termination	10
25.	Unclaimed Client Money	11
26.	Charges, Expenses and Payment.....	11
27.	Disbursements and other costs	132
28.	Estimates and Quotes	132
29.	Monies on Account	142
30.	Client Money	143
31.	VAT	143
32.	Interest Payable on Client funds.....	13
33.	Billing and Payment.....	154
34.	Financial Service and Insurance Mediation.....	154
35.	Consumer Contract (Information, Cancellation & Additional Charges) Regulations 2013.....	14
36.	Complaints.....	14
37.	Audits and Audit Enquiries.....	15
38.	Third Party Rights.....	15
39.	Severability.....	15
40.	Governing Law & Jurisdiction.....	15

1. INTRODUCTION

1.1. The following definitions are used in these Terms of Business:

“Engagement Letter” means the letter and attachments (including these terms of Business) sent to you which sets out the basis of our contract with you and which constitutes the entire agreement between us.

“Engagement” means the Services which we provide by the Engagement Letter.

“Loss” means any loss, damage, costs or interest.

“Services” means the professional advice and legal services delivered to you that are subject of the Engagement Letter.

“staff member” means consultant, employee, officer, representative or agent. With the exception of liabilities arising from fraud, all liability to you for staff members is the sole responsibility of the Firm itself.

1.2. Cameron Clarke Lawyers are referred to in these Terms of Business as “the Firm”, “us” “we” or “our” which, where appropriate, includes our successor and predecessor firms and our staff members. References in these Terms of Business to “you” or “your” are to the person, persons or organisations who are our clients for the Engagement.

1.3. These Terms of Business replace any previous terms of business and shall apply to any future engagements we carry out on your behalf unless varied or replaced. We are not bound by any terms of business you have sent to us prior to your acceptance of the Engagement Letter, unless specifically agreed by us in writing. No change to these Terms of Business will be effective unless agreed with you in writing.

2. CONTACT DETAILS

2.1. The firm’s office is located at the following address:
15 Baylis Parade
Stoke Poges Lane
Slough
Berkshire
SL1 3LF

The main telephone number is 01753 267800 and faxes may be sent to 01753 267880

3. SERVICE STANDARDS

3.1. We are committed to providing a defined level of service and as such will meet the following service standards:

- We will update you, by telephone or in writing, either by post, fax or email, with progress on your matter on a regular basis
- We will communicate with you in plain language.
- We will explain to you, by telephone or in writing, either by post, fax or email, the legal work required as your matter progresses.
- We will update you on the cost of your matter regularly.
- We will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances.
- We will update you on the likely timescales for each stage of this matter and any important changes in those estimates.
- We will be alert to communication challenges that you may face, such as hearing difficulties, disability, learning difficulties, language barriers or other cross-cultural issues, provided you make us aware of these issues, and we will look at ways to overcome those challenges.

4. PROFESSIONAL & ETHICAL GUIDELINES

4.1. The firm is regulated by the Solicitors’ Regulation Authority (SRA) and as such is bound by its Code of Conduct which has a series of rules and standards under which the firm must operate. Full details of these rules can be found on the SRA’s website: www.sra.org.uk/solicitors/code-of-conduct

- 4.2. The Code of Conduct also includes various ethical guidelines and we accept instructions to act for you on the basis that we will act in accordance therewith.

5. PROFESSIONAL INDEMNITY INSURANCE

- 5.1. The firm is insured in the work it undertakes to at least the minimum level as prescribed in the Solicitors' Indemnity Rules as set out by the SRA. Details of these rules can be found on the SRA's website: www.sra.org.uk
- 5.2. Further details of the firm's professional indemnity insurance are held in hard copy at the firm's office and may be provided to you upon written request to the firm's principal, Tony Shergill.

6. OUR RESPONSIBILITY TO YOU

- 6.1. We have set out the agreed scope and objectives of your instructions within the attached letter of engagement. Any subsequent changes will be discussed with you and where appropriate a new letter of engagement will be agreed. We shall proceed on the basis of the instructions we have received from you and will rely on you to tell us as soon as possible if anything occurs which renders any information previously given to us as incorrect or inaccurate. We shall not be responsible for any failure to advise or comment on any matter which falls outside the specific scope of your instructions. We cannot accept responsibility for any event, loss or situation unless it is one against which it is the expressed purpose of these instructions to provide protection.

7. YOUR RESPONSIBILITIES TO US

- 7.1. You will provide us with clear, timely and accurate instructions and will provide all documentation required to complete the transaction in a timely manner. You will also safeguard any documents that are likely to be required for discovery.
- 7.2. The advice that we give can only be as good as the information upon which it is based. Insofar as that information is provided by you, or by third parties with your permission, your responsibility arises as soon as possible if any circumstances or facts alter as any alteration may have a significant impact on the advice given. If the circumstances change therefore or your needs alter, you will advise us of the alteration as soon as possible in writing.
- 7.3. You will provide us with adequate details which will allow us to contact you in accordance with section 11 of these terms of business. Where your contact details change, either permanently or for a temporary period e.g. where you are travelling for business or leisure purposes, you agree to notify us immediately and provide alternative means of contacting you.
- 7.4. Where you have previously instructed another solicitor to deal with the same matter as stated in the engagement letter you agree to notify us at the start of the engagement and provide details of your previous solicitor. In such an instance, you agree to sign a confidentiality waiver allowing us to contact the solicitor to discuss all details relating to your engagement with them.

8. WORK THAT IS NOT INCLUDED

Subject to our Client Care Letter, or unless otherwise agreed to the contrary in writing, our advice shall not include advice on matters relating to:

- The laws of any jurisdiction other than England and Wales; or
- Taxes or duties (other than Stamp Duty); or
- Financial planning; or
- Accounting.

9. INSTRUCTIONS AND AUTHORITY

If you are a company, partnership or other organisation, we may accept instructions from anyone within your organisation unless you have written to us identifying which individuals we are to take instructions from.

When our Contract is with more than one person, unless otherwise agreed in writing, we may:

- Accept instructions from any one of those persons on behalf of all; and
- Correspond with any one of those persons on behalf of all.
- If you continue to instruct us after receiving these Terms you will have accepted that these Terms apply to our engagement by you, whether or not you have signed an acceptance.

10. DELEGATION OF WORK

The individuals named in our attached Client Care Letter shall have primary responsibility for your work but may delegate appropriate parts of the work to our junior lawyers or other staff acting under proper supervision. You will be assigned a Director at the outset who will have overall responsibility for the work carried out for you.

If you instruct us in relation to issues that fall outside the range of work that is normally done by the named individuals in our attached Client Care Letter, we may refer you to other lawyers within the firm as well as others such as Counsel and experts who can assist you, subject to your agreement. Sometimes we also ask other companies or people to do certain work on our files, such as word processing, photocopying, telephone call handling, or other work, to ensure this is done promptly and as may be required. We will always seek a confidentiality agreement with these outsourced providers and therefore seek to ensure that such providers have taken all appropriate steps to protect your confidential information. If you do not want such aspects of your file to be outsourced, please tell us as soon as possible.

11. SCOPE OF OUR FEES

In some cases and transactions, a client may be entitled to payment of costs by some other person. It is important that you understand that in such circumstances, the other person may not be required to pay all the charges and expenses which you incur with us. You have to pay our charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them. If the other party is in receipt of legal aid no costs are likely to be recovered.

If you are successful and a court orders another party to pay some or all of your charges and expenses, interest can be claimed on them from the other party from the date of the court order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of that interest. You will also be responsible for paying our charges and expenses of seeking to recover any costs that the court orders the other party to pay to you.

A client who is unsuccessful in a court case may be ordered to pay the other party's legal charges and expenses. That money would be payable in addition to our charges and expenses. Arrangements can be made to take out insurance to cover liability for such legal expenses. Please discuss this with us if you are interested in this possibility.

We are entitled to be paid reasonable remuneration for the work that we do for you. Time spent is usually the most important single element in calculating our fees, but they will take account of the complexity, difficulty and novelty of the matter, the skill, specialised knowledge and responsibility required, the number of documents involved, the place where the work has to be done, the value of the transaction and the importance of the matter to you.

We are entitled to charge for all the time we reasonably spend on your affairs, including (but not limited to) initial interviews, meetings, correspondence, emails and faxes with you and others, telephone calls, file reviews, research, travel, waiting time, and compliance with money laundering legislation in relation to you.

We are entitled to charge for any expenses incurred by us which are specific to the work we do for you, including (but not limited to) printing, photocopying and telephone call charges, library research charges, translation fees, bank transfer fees, travel and subsistence expenses, couriers and special delivery charges (all of which are referred to as "specific expenses").

We are entitled to be reimbursed by you for all expenses we pay out to third parties on your behalf, and which are expressly or impliedly authorised by you, including (but not limited to) stamp duty land tax, stamp duty, Land Registry fees, search fees; court fees; fees of barristers, experts and costs draftsmen; doctors' fees for medical reports; experts' fees; and agents' fees for searches, service of documents and enquiries (all of which are referred to as "disbursements").

Specific expenses and disbursements all vary according to the nature of the work done, and we will identify these items in our bills to you.

When we refer in these Terms to "our costs" we mean to include our fees, specific expenses and disbursements.

When applicable, VAT will be charged on our fees and specific expenses, and on most of the disbursements, at the rate prevailing at the time. If our services are subject to VAT, and you supply us with incorrect information about your VAT status, you will reimburse us on demand for any interest, penalties or legal costs which we incur as a result.

12. CONVEYANCING

In conveyancing matters when acting for you as a purchaser, we may also be acting for your proposed lender and as

such we have a duty to fully reveal to your lender all relevant facts about the purchase and mortgage.

13. REFERRALS

If you have been referred to us by an introducer with whom we have a financial arrangement:

- We shall not disclose your information to that introducer unless you consent;
- We shall make clear the amounts involved in your client care letter;
- If we also act for the introducer in the same matter and a conflict of interest arises, we may have to cease acting for you;
- Any advice we give will be independent and you can raise questions on all aspects of the matter.

We are prevented by law and regulations from making a secret profit from our relationship with you. If any occasion arises where there is potential for us to earn a commission or financial benefit (such as a discount or rebate), for instance if we introduce you to another practice to undertake work for you which we cannot do ourselves, we will establish a separate written agreement with you to deal with the acceptance and allocation of any such commission or financial benefit arising.

14. LIABILITY

- 14.1. We will perform the Services with reasonable skill and care and acknowledge that we will be liable to you for Loss caused by our negligence, breach of contract, fraud or wilful default, subject to the liability provisions that follow.
- 14.2. Our responsibility shall only extend to the Services we provide on matters upon which you have actually instructed us and as stated in the Engagement letter.
- 14.3. We will not be liable if such Loss is due to the provision of false, misleading or incomplete information or documentation or due to the acts or omissions of any person other than us.
- 14.4. We will not be liable for such Loss where you have failed to meet your responsibilities to us as outlined in section 7 above.
- 14.5. Our aggregate liability, whether to you or any third party, of whatever nature, whether in contract, tort or otherwise, for any Loss whatsoever and howsoever caused by or arising from any other engagement, shall not (including interest) exceed the level of the Loss up to an amount of £2,000,000.
- 14.6. Subject to paragraph 14.16 below, we are not liable to you for economic loss or any type of special, indirect or consequential loss (including loss or damage suffered by you as a result of a claim by a third party). This applies even if that loss was reasonably foreseeable or we had been advised of the possibility of your incurring it. 'Economic loss' means any increased costs or expenses, loss of profits, goodwill, business, contracts, revenues or anticipated savings.
- 14.7. Your rights in respect of any breach on our part of this Engagement Letter shall only be enforceable if notice in writing giving all material details of any claim shall have been given to us on or before the third anniversary of the date of this engagement.
- 14.8. Where any Loss is suffered by you for which we would otherwise be jointly and severally liable with any third parties, the extent to which such Loss shall be recoverable by you from us, as opposed to the third party, shall be limited so as to be in proportion to our contribution to the overall fault for such damage or Loss, as agreed between the parties, or in the absence of agreement, as finally determined by an English Court.
- 14.9. We shall have no liability to any third party to whom you have communicated or copied any advice or work provided by us, unless we have given prior written consent and the third party has agreed in writing to any conditions or limitations imposed by us.
- 14.10. You agree not to make any claim personally against any of our employees for legal liability which they have arising out of this agreement and the work and services provided by us. This does not affect our liability for any acts and omissions, subject to the above limit.
- 14.11. We shall not be liable for any loss of profit, business, contracts, revenues or anticipated savings or any indirect, special or consequential loss.
- 14.12. The firm currently banks with Barclays Bank Plc and in the event of it collapsing, the firm will not be liable for any losses of client money held in its client account.

- 14.13. No member of our practice contracts with you personally or assumes legal responsibility to you personally in respect of work performed by or on behalf of Cameron Clarke Lawyers. All correspondence and communications sent to you in the course of our work, even if signed personally by a member of our practice will for all purposes be treated as having been sent on behalf of Cameron Clarke Lawyers. You agree with us and with each member of our practice that you will not bring any claim for loss against any member of our practice (except in the case of their individual fraud) but will bring any claim against Cameron Clarke Lawyers as a whole. Members of our practice will be entitled to rely on this provision if any claim is made against them personally. This does not limit or exclude the liability of Cameron Clarke Lawyers for the acts or omissions of members of our practice.
- 14.14. If any member of our practice is appointed as executor or trustee, the documents we prepare will exclude personal liability for any act or omission by them in that capacity (except in the case of their individual fraud) or for the wrongful acts or omissions of third parties. If we or a member of our practice are paid for their services we will also be liable for negligence, subject to our limit on liability.
- 14.15. If you have a claim against us in respect of any loss (arising in contract or tort) for which someone else (including you or any other advisor of yours) could also be liable, our liability to you will be limited to a just and equitable proportion of the total loss, after liability for it has been apportioned between everyone responsible. For the purpose of this sub-paragraph: • the inability of any co-liable party to meet any claim for any reason (such as death, insolvency or limitation on their insurance cover) will not increase the amount of our liability; • the amount of our liability will not be increased as a result of any exclusion or limitation on the liability of any other party who might otherwise be liable. • we shall not be liable to you for any failure in the provision of our services caused by factors beyond our reasonable control.
- 14.16. It is important that you consider this clause carefully and agree at the outset that such a limit is fair and reasonable in the circumstance. If you do not raise this matter with us at the outset you will be deemed to accept that this is so. We emphasise that this responsibility is with you. In the event that you consider otherwise it needs to be drawn to our attention at the earliest possible stage in order that we can reconsider whether, and on what terms we are prepared to continue.
- 14.17. Nothing in this section shall exclude or restrict our liability which we have for death or personal injury, for fraud or dishonesty or otherwise to the extent that it cannot do so by law.
- 14.18. If any part of this clause is held to be ineffective the remainder of the clause shall continue to apply.

15. MONEY LAUNDERING

- 15.1. In common with all solicitors, we are subject to the Proceeds of Crime Act 2002, Terrorism Act 2000 and Money Laundering Regulations 2007 which lay down the most rigorous rules within which we are obliged to operate.
- 15.2. It should be noted that under the Proceeds of Crime Act 2002 the definition of money laundering is now very broad. Money laundering can arise from small profits and savings from relatively minor crimes, such as regulatory breaches, minor tax evasion or benefit fraud. A deliberate attempt to obscure the ownership of illegitimate funds is not necessary.
- 15.3. The Regulations aim to limit the use of professional services for money laundering by requiring professionals to know their clients and monitor the use of their services by clients. As such, all transactions will be subject to our anti money laundering procedures. Please note the following:
- Money* - The following rules apply:
- 15.4. No money will be accepted in cash. If clients circumvent this policy by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary to clarify the source of the funds. In such circumstances it should be noted that we may not be able to release the funds until we are satisfied by such additional checks.
- 15.5. Non-returnable deposits are increasingly being asked for, particularly with more expensive properties. In view of the new regulations, it would be extremely unwise to agree to any such arrangement particularly if you do not know who you are dealing with but, if you insist, we will only act for you if the money passes through our account first.
- 15.6. If the money is received in our account from a third party, the person or company sending it, as well as yourself, would have to satisfy our identification procedures (see below).

- 15.7. In the event that money we have received needs to be returned, for whatever reason, we can only return it to the originating bank account and only when satisfactory identification procedures have been carried out on the owner of the bank account.
- 15.8. When we receive the money, we will also check the name of the account from which it was sent. In the case of a numbered account, we would accept a letter from a named Bank official, on their headed paper, identifying the account as yours, but we cannot accept money from a sender merely described by their Bank as “one of our customers” or “a client”.
- 15.9. We also reserve the right to ask how the money came to be in the sender’s account in the first place.
- 15.10. If the person sending the money forfeited his deposit to you in circumstances which caused us suspicion, we would report the matter to the authorities. At the very least, this would cause a delay in you receiving the funds while we sought permission to give them to you, but at worst, you might find yourself becoming implicated.
- 15.11. If the “non-returnable” deposit did have to be returned for any reason, we would only return it to the account from which it was sent.
- 15.12. In respect of the proceeds of a sale, with the exception of payments to mainstream loan companies, we may only transfer funds into an account in your name.

Identification – The following rules apply:

- 15.13. You are required to provide us with evidence of your identity, and we will need to receive this as soon as possible in all cases.
- 15.14. We will need to see the following:
 - your current passport, photo driving licence or national identity card and
 - two recent utility bills or bank statements addressed to you at your home address within the last three months (and we will have to take copies of both).
- 15.15. If there is more than one client, all will have to satisfy these procedures.
- 15.16. Where there is another “beneficial owner” they may also have to satisfy our procedures and you agree to assist us in identifying any potential “beneficial owner”. The definition of a “beneficial owner” for money laundering purposes varies within the legislation and will be provided upon written request.
- 15.17. If the transaction is in the name of a company, the requirements will depend upon what sort of company it is and where it is based. You should let us know as soon as possible because the procedures could take some time to complete.
- 15.18. Where the transaction is to be made in the name of an offshore company, we may have to make additional enquiries, particularly where Trusts are involved.
- 15.19. In all circumstances, we may be required to verify the details you provide by use of a third party electronic verification service. By accepting these terms and conditions you consent to such verification by a third party and agree to pay any costs associated with such verification.
- 15.20. It should be noted that where there is a delay in receiving adequate identity documentation, we may have to cease acting on the instructed transaction until this received.

Customer Due Diligence

- 15.21. In all circumstances we are obliged to perform “Customer Due Diligence” which, in addition to confirming your identity, will involve us scrutinising transactions undertaken throughout the course of the business relationship, (including where necessary, clarifying the source of funds), to ensure that the transactions are consistent with our knowledge of you and your business.
- 15.22. We reserve the right to make enquiries, either directly or via a third party, as to whether you or any identified “beneficial owner” is classified as a “Politically Exposed Person” for money laundering purposes. The definition of a “politically exposed person” will be provided upon written request.
- 15.23. In certain circumstances we may have to perform “Enhanced Due Diligence” which will involve us seeking further verification of your or any beneficial owner’s identity, requesting further information on the purpose of the retainer or the source of the funds, and/or conducting enhanced ongoing monitoring of the transaction.

Confidentiality

- 15.24. Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. This obligation, however, is subject to a statutory exception: recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the appropriate authorities. Where a solicitor knows or suspects or has reason to suspect that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure.
- 15.25. If, while we are acting for you, it becomes necessary to make a money laundering disclosure, we may not be able to inform you that a disclosure has been made or of the reasons for it. Where the law permits us to do so, we will tell you about any potential money laundering problem and explain what action we may need to take.
- 15.26. Following a disclosure, we may be required to delay acting for you or, in certain circumstances, cease acting for you altogether. If this situation arises, we may not be able to inform you of the reasons why.

16. MORTGAGE FRAUD

- 16.1. Where we are also acting for your proposed lender in a transaction, we have a duty to fully reveal to your lender all relevant facts about the purchase and mortgage. This includes:
- any differences between your mortgage application and information we receive during the transaction
 - any cash back payments or discount schemes that a seller is giving you
 - any other information we consider relevant to the lender
- 16.2. By agreeing to these terms of business you are accepting this term and you agree to waive your right for confidentiality outlined in clause 15 of these terms of business in respect of you consenting to us making any appropriate disclosures to the lender without further reference to you.

17. COMMUNICATION

- 17.1. We will usually send you an Engagement Letter at the outset of a matter, but we may not do this where you ask for 'one-off' advice, or require urgent work to be done, or when you have instructed us previously and are familiar with the basis of our contract with you.
- 17.2. We may communicate with you by telephone, email or in writing, unless you otherwise instruct us in writing.
- 17.3. To enable us to provide a proper service to you, there may be occasions when we will need to contact you without your expressed invitation. For example, we may wish to contact you outside of business hours with important information. We shall, of course, comply with any other restrictions you may wish to impose which you notify to us in writing.
- 17.4. We will endeavour to ensure that all information relating to your matter is communicated to you in a timely manner and in order to facilitate communication with you, it is essential that you immediately update us if there is a change to any of your contact details. We will not be responsible for any consequences that may arise from your failure to do so.
- 17.5. It is essential that we receive adequate instructions from you within any requested time limits. In instances where we do not receive adequate instructions from you within requested time limits we reserve the right to terminate our retainer.
- 17.6. Internet and facsimile communications are capable of data corruption and therefore we do not accept any responsibility for changes made to such communications after their dispatch. It may therefore be inappropriate to rely on advice contained in an email without obtaining written confirmation of it. We do not accept responsibility for any errors or problems that may arise through the use of internet or facsimile communication and all risks connected with sending commercially sensitive information relating to your business are borne by you. By agreeing to these terms of business you agree that we may use email and facsimile to contact you. If you do not agree to accept this risk, you should notify us in writing that these are not an acceptable means of communication.
- 17.7. It is the responsibility of the recipient to carry out a virus check on any attachments received by email.

18. EQUALITY & DIVERSITY

- 18.1. We are committed to eliminating discrimination and promoting equality and diversity in our policies, practices and procedures and in those areas in which we have influence. We treat everyone equally and

with the same attention, courtesy and respect regardless of their disability, gender, marital status, race, racial group, colour, ethnic or national origin, nationality, religion or belief or sexual orientation. As such we are unable to accept instructions which would contravene this policy.

18.2. A copy of our equality and diversity policy can be made available upon written request.

19. CONFIDENTIALITY

- 19.1. We confirm that where you give us confidential information we shall at all times keep it confidential, except as required by law or as provided for in regulatory, ethical or other professional pronouncements applicable to our engagement.
- 19.2. You agree that it will be sufficient compliance with our duty of confidence for us to take such steps, as we in good faith think fit, to preserve confidential information both during and after termination of this engagement.
- 19.3. All the work we carry out is on a confidential basis and may be subject to legal privilege. We have strict procedures to ensure confidentiality. But you agree to waive your rights to confidentiality and privilege, so that we may disclose material, which would otherwise be confidential or privileged, to any relevant third parties in the following situations:-
- When dealing with your other advisers including (but not limited to) accountants, agents, financial advisers, barristers and experts in relation to work we do for you, we will be free to disclose any material relating to your affairs unless you have specifically told us not to do so.
 - If you have jointly instructed us with any other party, we will be free to disclose to any of the other parties any information which you have provided to us, or advice we have given you, unless you have specifically told us not to do so.
 - We are subject to regulatory requirements which include auditing by our accountants. As part of their work they will normally need to have access to our files and therefore to confidential information. Similarly, files may be subject to external auditing for accreditation and quality assessment programmes, or other disclosure for regulatory purposes. We may disclose in any of these circumstances. Further we may disclose your name and a brief summary of the work we have done for you to legal directories such as Chambers so that they may rank our firm and lawyers. If we do disclose this information, it is on the basis that it will not be published without your permission and is held in strict confidence by the legal directory.
 - We may disclose and rely on any relevant information and documents if a third party or regulatory body intimates or brings a claim or complaint against us, or in relation to an application to any court for a 'wasted costs order' against us. This is so that full information is available to the court or regulatory body.
 - We will disclose if we are under a legal obligation to do so, as for example in the circumstances described in paragraph 28 (Money Laundering) or in case of insolvency.
 - You consent to our supplying your details to the Financial Services Compensation Scheme in the event of a banking failure.
 - Whether or not you intimate or bring a claim or complaint against us, or in the circumstances of the preceding sub-paragraphs, we may disclose relevant information and documents to our professional indemnity insurers and their and our advisers.

20. CONFLICTS

- 20.1. In accordance with the Solicitors' Regulation Authority Code of Conduct, we have put in place procedures to identify situations where conflicts of interest may arise. However, we cannot be certain that our procedures will identify all such situations. If you become aware of any potential conflict affecting our provision of services, you will notify us immediately.
- 20.2. Where a conflict of interest is identified, and we believe that implementing appropriate procedures can properly safeguard your interests, we will properly notify you (subject to any obligations we may owe to third parties), explain the safeguards we have implemented and obtain your consent to their implementation. However, there may be circumstances where we consider that your position cannot be safeguarded and in such circumstances our services may be terminated without affecting our entitlement to payment for the work carried out by us to the date of termination.

21. OUTSOURCING

- 21.1. Certain functions within the firm are outsourced to other professional organisations and where this occurs we may have to share limited information with them which may include details personal to you.
- 21.2. Any organisation acting on our behalf is vetted by the firm to ensure it complies with all relevant legislation & any regulations under which we operate.
- 21.3. By agreeing to these terms of business you consent to us providing any required information to an organisation acting on our behalf without requiring further consent from you.

22. DATA PROTECTION ACT

We are registered with the Information Commissioner as a Data Controller. We must comply with UK data protection legislation and we undertake to process personal data in a lawful and fair manner. So that we can provide services as set out in our Engagement Letter, we will process personal data, which may include sensitive data. Processing personal data may include making credit and money laundering checks and storing the results. But your personal data will not be held for longer than we consider necessary for the purposes for which it is processed. The words "data", "personal data", "processing", and "sensitive personal data" used in this paragraph have the meanings given to them in relevant UK data legislation. As a data subject you have the right to object to direct marketing and you may withhold (or at any future time withdraw) your consent for this purpose by contacting us in writing at our main office address (given below) or by following the opt-out instructions provided on our marketing communications.

Your personal data will be processed in accordance with our GDPR Provisions document, which can be found on our website. We may disclose your personal data to others, but only in the circumstances set out in our GDPR Provisions document. As part of these Terms you are giving positive consent for yourself and for those individuals whose personal data you may provide to us, such as your employees: -

- for us to obtain, store and process information about you in connection with the provision of our services;
- for us to use the information we hold about you to contact you from time to time including by post, fax, e-mail, SMS or telephone to bring to your attention additional services or products which may be of benefit to you;
- for us to use your personal data in order to conduct appropriate anti-fraud checks. We may also disclose it to a credit reference agency (this may leave a soft footprint but will not affect your credit rating) or fraud prevention agency, which may keep a record of that information;
- for us to use your personal data in order to process any payments from you (which may include passing personal data to any payment provider we use);
- for our own internal purposes in connection with risk management matters and resolving disputes;
- for producing statistics and other information relating to our business, without identifying you personally; and
- so that we can monitor telephone calls and electronic communications for the purpose of ensuring compliance with our legal and regulatory obligations and internal policies. References to "you" and "your" in the above list apply also to those individuals whose personal data you may provide to us. Under current UK data legislation, as a data subject you have rights which you may choose to exercise, such as making a Data Subject Access Request or to ask us to delete data about you. Further information about these rights are contained within our GDPR Provisions Policy found on our website.

23. STORAGE OF PAPERS AND DEEDS

23.1. After completing the transaction, we are entitled to keep all your papers and documents while money is owing to us. We will keep our file of papers (except for any of your papers which you ask to be returned to you) and any associated electronic files for no less than 6 years and on the understanding that we have your authority to destroy the file 6 years after sending you our final bill. We will not destroy documents you ask us to deposit in safe custody.

23.2. We do not normally make a charge for retrieving stored papers or deeds in response to continuing or new instructions to act for you. However, we reserve the right to make a charge based on the time we spend on reading papers, writing letters or other work necessary to comply with your instructions in relation to the retrieved papers.

24. SUSPENSION AND TERMINATION

We can terminate our engagement and stop our work for you on all or any matters if any of the following events occur: • if a bill is not paid when due, or a payment on account is not made within the time requested; • if we reasonably conclude that you are not able or willing to pay our costs, or any part of our costs, whether billed or to be incurred in the future; • if it becomes impossible for us to act without being in breach of various principles and rules of conduct by which the legal profession is regulated; • if a conflict of interests arises between you and any of our other clients, or between you and us, or there is a significant risk that this might happen; • if we are unable to obtain clear instructions from you; • if we feel that there has been a serious breakdown in confidence between you and us; or • if we have any other reasonable reason for terminating. Instead of terminating, we may suspend our work for you. We will notify you in writing if we are suspending or terminating our work. We will give you reasonable notice that we will stop acting for you.

We operate on the basis that you may end your instructions to us at any time by letting us know. You only have to pay for the work done and expenses incurred up to that time. In addition, the law requires us to inform you of a

statutory right to cancel your contract with us. This right applies because you are a consumer and you made your contract with us without a meeting at our premises. The additional right is as follows:

- You can cancel this contract without giving any reason.
- The time limit for such cancellation expires after 14 days from the conclusion of this contract.
- To so cancel you must inform us of your decision by a clear statement (e.g. a letter or email). You may use the model cancellation form below, but it is not obligatory.
- If you so cancel we will promptly reimburse to you all payments received from you, except for sums due as a result of you requesting us to start work.

Important: You have asked us to start work on your matter without delay. By signing and returning this letter to us you are confirming that request. Accordingly, you acknowledge that if you cancel this contract you will have to pay for work done and expenses incurred up to the date you cancel. You will lose the right to cancel if we have started work at your request and have fully performed our services by the time you cancel.

- 24.1. On very rare occasions, matters may remain open pending the receipt of required information and some of your money may need to remain in our client account until this information is received. In such instances, once we are able to close the file, we will return any remaining monies to you immediately by using the contact information we hold on you. In this respect we kindly ask that you keep us updated of any changes to your contact details even where a matter is perceived to have ended.
- 24.2. In instances, where we continue to act for you on a different matter, you agree that we may transfer any remaining monies to the open matter account without any further authorization from you.
- 24.3. Where we can no longer trace you using the contact information we hold on file, and provided the amount remaining in our client account is less than £50, you agree to the firm donating this money to a charity of its choice without further notification to you.
- 24.4. For amounts held in our client account that exceed £50, the firm will undertake further work in an attempt to locate you but by agreeing to our terms of business you agree that such enquiries may be charged at our normal hourly rate and the cost of any such work may be deducted from the final amount due to you. In such circumstances, when returning your funds, you will receive a bill from the firm outlining details of any deductions that have been made.

25. UNCLAIMED CLIENT MONEY

- 24.5. On very rare occasions, matters may remain open pending the receipt of required information and some of your money may need to remain in our client account until this information is received. In such instances, once we are able to close the file, we will return any remaining monies to you immediately by using the contact information we hold on you. In this respect we kindly ask that you keep us updated of any changes to your contact details even where a matter is perceived to have ended.
- 24.6. In instances, where we continue to act for you on a different matter, you agree that we may transfer any remaining monies to the open matter account without any further authorization from you.
- 24.7. Where we can no longer trace you using the contact information we hold on file, and provided the amount remaining in our client account is less than £50, you agree to the firm donating this money to a charity of its choice without further notification to you.
- 24.8. For amounts held in our client account that exceed £50, the firm will undertake further work in an attempt to locate you but by agreeing to our terms of business you agree that such enquiries may be charged at our normal hourly rate and the cost of any such work may be deducted from the final amount due to you. In such circumstances, when returning your funds, you will receive a bill from the firm outlining details of any deductions that have been made.

26. CHARGES (FEES), EXPENSES, PAYMENT, DISBURSEMENTS AND OTHER COSTS

Our rates are reviewed half yearly on 1st May and 1st November in each year and we will notify you in writing of any change in the rates, but not necessarily before the change in rates comes into effect. If this firm does not complete the work, we will charge you £300 per hour for each hour of work by Partner, £200 per hour for work by Solicitor, you £150 per hour for each hour of work by a Trainee Solicitor and you £125 per hour for each hour of work by a Paralegal. Routine letters and routine telephone calls made and received will be charged for in units of 1/10th of an hour. Our charges for considering routine letters received will be in units of 1/20th of an hour. Other letters and calls will be charged for on a time basis.

- 26.1. We will inform you if any unforeseen extra work becomes necessary – for example, due to unexpected difficulties or if your requirement or the circumstances change significantly during the matter. We will also

inform you in writing of the estimated cost of the extra work before incurring extra costs. We will attempt to agree an amended charge with you. If we cannot reach agreement, we will do no further work and charge you on an hourly basis for work to date, as set out earlier.

- 26.2. It is normal practice to ask clients to make payments on account from time to time. These payments help to meet our expected charges and expenses and help to avoid delaying progress in this matter.
- 26.3. In the absence of prior written agreement to the contrary, payment of our charges is required on receipt of our invoice. Failure to make payment within one month of the due date may result in the matter being referred to our debt collection agents whose charges will be added to and payable with the invoice debt.
- 26.4. We may also charge interest on the outstanding amount of the bill in accordance with article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009 and we will do so at the rate payable on judgement debts, from one month after the delivery of our invoice.
- 26.5. The firm is unable to undertake publicly funded (legal aid) work.

27. DISBURSEMENTS AND OTHER COSTS

In addition to our fees, you shall also pay to us, with VAT if applicable:

- All Disbursements we make or incur on your behalf;
- The costs of copying and scanning of documents;
- The cost of any foreign telephone calls that we make on your behalf;
- The cost of all travel and accommodation reasonably incurred by us.

We may require you at any time either to pay us sums in advance (a payment on account) of any Disbursements or costs that we may have to incur, or to make any payments of this sort yourself direct to the provider in question.

We are professionally bound to pay barrister's fees once a barrister has been instructed on your behalf. We will obtain your prior agreement to the instruction of a barrister or any other third parties and we will ask you to make payments in advance to us to meet fees associated with their involvement.

28. ESTIMATES AND QUOTES

In these Terms and in our correspondence with you an "estimate" means a provisional estimate intended only as a guide to the likely level of our costs. In contrast, a "quotation" means a firm indication of what our costs will be for our work for you. We will if possible give you an estimate of the likely level of our costs but this is not a quotation, nor an upper limit on our costs, and must not be regarded as a commitment about the likely final cost of our work for you. Any estimates which we give are not intended to be legally binding. We will tell you when estimates need to be revised.

- 28.1. Unless expressly agreed with you in writing we do not work on a fixed fee basis. If we provide a fixed quotation, this will apply only to the work we agree in writing at the time. If you then ask us to do extra work, we will make an additional charge for that extra work.
- 28.2. We aim to give you the best possible information, both at the outset and when appropriate as your matter progresses, about the likely overall cost of the work we are doing for you. But in some matters, it may not be possible to give an estimate as to the likely overall amount of our costs, for example: • in litigation matters; • if documentation needs to be prepared or negotiated; • if complicated legal points are involved; or • if there are disputes about the facts of a case
- 28.3. In such matters we may simply be able to tell you our hourly rates or propose a budget for a preliminary investigation. Such a budget does not imply that we will be able to complete the matter within the budget figure.
- 28.4. Any of those or similar factors will have a bearing on the amount of time which we need to spend, or upon any disbursements or other costs which need to be incurred. In such cases we will inform you and will be entitled to increase any estimate or quotation which we have given.
- 28.5. If we cannot agree with you an increase in any estimate or quotation arising from the factors mentioned in the previous paragraph, we reserve the right to cease acting for you, and paragraph 26 will then apply.
- 28.6. You need to bear in mind the risk that in litigation matters there may be an appeal against the decision of a lower court. In giving you any estimate of litigation costs, we do not allow for the further costs of any appeal by you or your opponent to a higher court.
- 28.7. Please note that VAT, specific expenses and disbursements must be added to any estimate, quotation or fixed fee proposal.

29. MONIES ON ACCOUNT

We reserve the right to require you to pay one or more sums on account of our fees and/or any likely Disbursements

or costs at any time before and/or during the course of the work. Any sums we ask you to pay on account may include an element to reflect any VAT that may be chargeable. These sums will be held in your name in our client account accruing interest. Interest will be calculated and paid to you. Our policy on the payment of interest is as follows; Interest will accrue at the rate payable by our bank on instant access deposits. This may be less than the rate at which you could have invested the money yourself; We will credit you with interest if the amount of interest involved is more than £75.00; If we hold sums of money for you in relation to different matters we will normally treat the money relating to each of the different matters separately; We will not account for interest on money held for payment of a professional disbursement, once the intended recipient has requested a delay in settlement.

From these sums, we shall be entitled to settle our invoices for fees, Disbursements or costs after we have advised you of the fees, Disbursements and costs in question. If it transpires that our invoiced amounts at the end of a matter are less than the sums that we are holding on account, we shall refund the balance to you.

30. CLIENT MONEY

We will hold any funds which you remit to us to be held on your behalf in our client account(s). We will only hold your money at a bank or building society where the monies are held at a branch (or head) office in England and Wales.

We currently have our client account(s) at Barclays Bank. We may subsequently open further client accounts at different banks and/or transfer client funds from time to time from one account to another. Whilst we monitor circumstances relating to our bankers and take such action we feel is necessary to protect our finances, we may not be liable to repay money lost through a banking failure.

31. VAT

- 31.1. All fees quoted, expenses and other charges are exclusive of value added tax (VAT). If we are satisfied that our services are outside the scope of the UK VAT, then we shall not charge VAT.
- 31.1. The firm's VAT number is quoted on all invoices that are issued. If you require notification of this number prior to an invoice being sent to you, please make a written request to the firm's principal, Tony Shergill
- 31.1. If our services are subject to VAT, and if we incur interest, penalties or legal costs because any information on your VAT status is not correct, you must indemnify us fully on demand for these amounts.
- 31.1. If our invoices are not payable by you as our client but by a third party, you will still be liable for any VAT in respect of our charges.

32. INTEREST PAYABLE ON CLIENT FUNDS

- 32.1. Where the firm holds your money on account, interest may be payable to you dependent on a number of factors. These include, but are not limited to, the amount of money held, the length of time it is held, the purpose for holding the money and total interest earned.
- 32.2. Any interest payable to you will normally be made at the completion of the matter for which we have been instructed and the interest you receive will be based on the interest rate applicable to the firm's client account during the period in which the funds are held.
- 32.3. As a general rule, interest is only payable where cleared funds in excess of £1000 are in the firm's client account for a period in excess of seven days and the interest payable is in excess of £20. However, there are exceptions to this rule and a copy of our client account interest policy can be made available to you upon written request to the Firm's Principal, Tony Shergill.

33. BILLING AND PAYMENT

Payment of bills is due on delivery. If a bill is not paid within one month, we may charge interest from the date of delivery of the bill, at the rate from time to time applicable to judgment debts. While there is money owing to us for bills we have delivered, we are entitled to retain your papers and documents by exercising a lien until we receive payment. Our lien is not waived even if we receive funds on account or other security from you or a third party. We will be entitled to pay our bills and any specific expenses and disbursements out of any client money that we hold or receive on your behalf, after we have advised you of the bills in question.

If you are selling any land or other property, we will generally pay our bills from the sale proceeds, again after we have advised you of the bills in question. If we are acting for you in a number of matters we are entitled to aggregate the balances of client money on the different matters, or transfer balances of client money from one matter to another, for example to pay our bills on one matter out of client money we hold for you on a different matter.

We will never email you to amend our banking details and should you receive an email purporting to be from us confirming a change in bank details, you are advised to telephone the lawyer with conduct of your matter to confirm that the email purportedly from us is genuine.

We accept no liability for any losses caused by fraudulent persons purporting to be this firm or any of its Partners or members of staff.

If a bill is referred to our debt recovery team prior to the issue of proceedings due to non or late payment we reserve the right to charge you for the administrative time spent recovering the debt prior to the issue of proceedings at our applicable hourly rates.

Where our attached Client Care Letter is addressed to more than one person, or where we have agreed with the addressee of our Client Care Letter to act for another person as well, each of you shall be jointly and severally liable for our fees and disbursements and other costs, so that each of you is jointly responsible for ensuring that our bill is paid, and we can pursue all or any one of you for the whole amount that is due to us. This shall be the case regardless of any agreement you may have entered into with anyone else regarding the payment of our fees, disbursements, and other costs.

34 FINANCIAL SERVICES AND INSURANCE MEDIATION

- 34.1. During a transaction if you need advice on investments, we may have to refer you to someone who is authorised by the Financial Services Authority, as we are not. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.
- 34.2. We are included on the register maintained by the Financial Services Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority, the independent regulatory arm of the Law Society. The register can be accessed via the Financial Services Authority website at www.fsa.gov.uk/register.
- 34.3. If you are unhappy with any investment advice you receive from us, please refer to section 36 of these terms of business which deals with making complaints.

35 CONSUMER CONTRACT (INFORMATION, CANCELLATION & ADDITIONAL CHARGES) REGULATIONS 2013

- 35.1. The Consumer Contract (Information, Cancellation & Additional Charges) Regulations 2013 apply to this retainer. This means you have the right to cancel your instructions to us within fourteen calendar days of receiving this letter. You can cancel your instructions by contacting us by post, fax or email to this office.
- 35.2. If you wish our services to commence within the fourteen day cancellation period, we will require you to provide your explicit consent via post, fax or email. Where you have returned a duly signed and dated copy of the attached client care letter, you agree that this constitutes your explicit consent to commence with our services immediately.
- 35.3. Where we have received such explicit consent from you as outlined in 24.2 above, you will still be entitled to cancel your instructions within the 14 day period but you will be charged, and have an obligation to pay, for work we have already undertaken up to the point at which you cancelled at the hourly rate prescribed in these terms of business.
- 35.4. Where we have received such explicit consent from you as outlined in 24.2 above, and we have completed the services for which we have been retained, you will lose your right to cancel and will be obliged to pay for our services in full.

36. COMPLAINTS

- 36.1. We hope you are satisfied with our service but if you have any problem with the service we have provided for you then please let us know and, in the first instance, please contact Tony Shergill using the contact details given in section 2. We will try to resolve any problem quickly and we operate an internal complaints handling system to help us to resolve the problem between ourselves. Details of this complaints procedure can be made available to you upon written request but if a complaint is made you will be told in writing how the complaint will be handled and within what timescales you will be given an initial and/or substantive response.

- 36.2. The firm's complaints procedure should also be used if you have a complaint about the firm's bill. There may also be a right to object to the bill by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974. However, it should be noted that if all or part of a bill remains unpaid the firm may be entitled to charge interest.
- 36.3. The Law Society is a designated professional body for solicitors, and for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority (SRA) is the independent regulatory body of the Law Society and the Legal Ombudsman deals with complaints.
- 36.4. If for any reason we are unable to resolve the problem between us, or you are not happy at our handling of your complaint, then following the conclusion of the firm's internal complaints handling process, you may contact the Legal Ombudsman to consider your complaint. Please note that normally you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint and the Legal Ombudsman may not deal with a complaint about a bill if you have applied to the court for assessment of that bill.
- 36.5. Please note there are limitations to the Legal Ombudsman Scheme and you may not have the right to complain to the Legal Ombudsman if you fall into one of the following categories:
- most businesses (unless defined as a micro enterprise)
 - charities or clubs with an annual income of more than £1,000,000, or
 - trustees of a trust with assets valued at more than £1,000,000
- However, this does not affect your right to complain to us or your right to assessment.

The Legal Ombudsman may be contacted by calling 0300 555 0333 or, if calling from overseas, +44 121 245 3050. Emails may be sent to enquiries@legalombudsman.org.uk or to write to them their address is PO Box 6806, Wolverhampton WV1 9WJ. For further information please reference their website is www.legalombudsman.org.uk

37. AUDITS AND AUDIT ENQUIRIES

If we receive requests for information of an auditing nature from you, your accountants or auditors, we may address our response to you and we may charge you for the time spent in addressing these enquiries at our normal hourly rates.

External firms or organisations may conduct audit or quality checks on our practice to ensure compliance with mandatory requirements such as the regulatory standards and/or voluntary standards such as Lexcel or ISO 9001. Such external firms or organisations are required to maintain confidentiality in relation to your files. We operate our own in-house file review process to ensure our own quality standards are adhered to and personnel involved in the review process are bound by the firm's confidentiality obligations.

38. THIRD PARTY RIGHTS

Unless we specifically agree to the contrary in writing, we shall act only on your behalf in relation to the work that we do for you and the Contracts (Rights of Third Parties) Act 1999 shall not apply. Any legal advice that we give you is for your own use only and we shall not be liable to anyone else in relation to that advice (including anyone that you pass or transmit it to) unless we expressly agree to be liable to the recipient(s) in writing.

39. SEVERABILITY

In the event that any part of these Terms of Business is held to be invalid or unenforceable, the remainder of these Terms of Business will continue in full force and effect.

40. GOVERNING LAW & JURISDICTION

Our relationship with you is governed by English law and you irrevocably submit to the exclusive jurisdiction of the English courts to settle all disputes or claims which may arise from our relationship with you (including these Terms) and to grant any remedies or relief. But if we have to bring proceedings against you we may do so in any jurisdiction. In the case of a client who is established, or who holds assets, outside the jurisdiction of the English courts, we reserve the right to register any English judgment in the local jurisdiction in order to enforce the judgment