

middletons

S O L I C I T O R S

**The trading name of Middleton & Upsall LLP
Registered office: East Gate House 94 East Street Warminster Wiltshire BA12 9BG
Regulated by the SRA 424168
Registered Number: OC308993**

Terms & Conditions of Business

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1. Introduction.

- 1.1** You will receive a letter from us which will record the terms upon which we are accepting your instructions referred to as the “Letter of Engagement”. A copy of these Terms and Conditions of Business will be enclosed with that letter. By signing and returning the copy Letter of Engagement provided you are accepting that you fully understand and accept the Letter of Engagement and these Terms and Conditions of Business. These Terms and Conditions govern the relationship between Middleton & Upsall LLP, an incorporated firm (the Firm), trading as “middletons” solicitors and its Clients. They may not be changed, unless agreed in writing by a Partner of this Firm. Your continuing instructions in a matter will amount to your acceptance of these Terms and Conditions of Business from the date that you first instructed the Firm in that matter. If there is any conflict between the terms of the Letter of Engagement and these Terms and Conditions of Business then the Letter of Engagement will take precedence. If you do not return copies of the Letter of Engagement and Terms and Conditions duly signed, but you continue to instruct us in the matter to which the Letter of Engagement refers and the firm continues to carry out work on your behalf, you will be deemed to accept the full terms and effect of the said documents in any event.
- 1.2** The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 affects Clients who need a home visit, usually due to disability or illness. At the time of the visit, if it is the first time the Client has been seen by a member of the Firm, a notice will be given to inform him/her of the right to cancel the contract. The Client can in writing request that the contract be performed before the end of the cancellation period (14 days) and the Client must pay for services supplied in those circumstances. If a request is not made, we are not obliged to start work until the cancellation period has expired. This may be waived in matters of extreme urgency.
- 1.3** The Firm has been awarded Investors in People (IIP) and the Law Society Conveyancing Quality Accreditation (CQS).
- 1.4** The Firm encourages equality of opportunity and respect for diversity, and preventing unlawful discrimination in its relationship with clients, employees and others.

2. Responsibility for work.

- 2.1** The person named in the Letter of Engagement will have day-to-day responsibility for your matter and may be assisted by other members of staff as the matter progresses. That letter also identifies the partner with overall responsibility.
- 2.2** We try hard to avoid changing the people who are handling your work but if this cannot be avoided we will notify you promptly who will be handling your matter and why the change was necessary.
- 2.3** It may be appropriate sometimes to use the specialist skills and knowledge of other members of the Firm who may be at other offices. Their hourly rates may be different from the people undertaking most of the work on your matter. We will try to let you know the hourly rates before they become involved but that may not always be possible. In any event we refer you to paragraph 4.3 below.
- 2.4** Our responsibilities include advising you on the law, following your instructions, reviewing your matter regularly, and discussing with you whether the potential outcomes justify the expense and risks involved with your matter. Our advice is for your benefit only. Save as expressly set out, our agreement with you is not intended to confer rights on any third parties whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at <https://register.fca.org.uk>

3. Your Responsibilities

- 3.1** To allow us to advise you fully, we need to have full details of the matter. You can help us by giving full clear instructions, providing all relevant documents, acting promptly and telling us about any time limits that you consider relevant. You are responsible for ensuring that the information you provide and the use of that information will not infringe the rights of any third party and result in a breach of any law, rule or regulation.
- 3.2** The advice provided in any Will prepared by us is based solely upon the information which you supply to us and upon current law at the time of preparation of the Will. It is your responsibility to inform us of any changes in circumstances which may affect the operation of the Will. This Firm does not accept

responsibility for notifying you of any changes in law or legal decisions (including in relation to tax planning) which may affect the terms of the Will.

- 3.3 If we are instructed by joint clients then all clients are jointly and severally liable for our fees, notwithstanding any agreement between you as to how you will share the costs. This means that we will be able to look to one client only or to each of our clients to pay the whole of or any balance of any unpaid fees. Instructions are understood to be for the purposes of all of those instructing us. We will act on instructions from any one of those clients unless you instruct us otherwise. Liability to pay our costs is joint (all the clients together) and several (each may be liable for the whole amount). If instructions are given on behalf of a client, we are entitled to assume that the person giving the instructions has lawful authority to instruct us. If not, then that person will be liable to us as if they were our client.

4. Charges and expenses.

- 4.1 Our charges are based on the time we spend dealing with a matter unless a fixed fee or other funding arrangements are agreed. Time spent will include meetings with you and, where appropriate and necessary, with others; any time spent travelling; drafting documents; considering papers, letters and emails received and preparing for meetings, and where appropriate, attending court on your behalf. We also charge for drafting and sending letters and emails and making and receiving telephone calls. In addition to the time spent, we may take into account a number of factors, which include the complexity of the issues, the speed at which action must be taken, the expertise or specialist knowledge that the case requires and where appropriate the value of the property or subject matter involved. The value element reflects the importance of the transaction to you and the consequent responsibility falling on this Firm. On the basis of the information currently available we expect that the hourly rate set out in the Letter of Engagement will cover those factors. If this changes we will notify you. We reserve the right to charge separately for photocopying, printing, telephone calls, faxes, electronic funds transfers, catering and other support services, and travel, courier and other incidental expenses.

- 4.2 The Letter of Engagement accompanying these Terms of Business confirms the hourly rate or rates that will be applicable to your matter. Time spent on your matter is recorded in units of six minutes unless the matter is the subject of a fixed fee or quotation.

- 4.3 The hourly rate or rates will be reviewed from time to time and if an increase occurs we will notify you in writing. The current private client rates are set below but the Firm reserves the right to vary those rates from time to time: -

Fee Earner	Hourly Rate
Solicitor-Advocate (Advocacy & Preparation therefor)	£250 - 270
Partner (Member)	£250
Senior Solicitors with over 15 years' experience	£250
Solicitors, members of CILEX and other fee earners with over 8 years' experience	£240
Solicitors and members of CILEX	£230
Other fee earners with over 4 years' experience	£220
Clerks & Trainee Solicitors	£130
Support Staff	£110

- 4.4 Routine letters and emails that we write will be charged at 10% of the hourly rate and those received will be charged at 5% of the hourly rate.

- 4.5 Routine telephone calls that we either make or receive will be charged at 10% of the hourly rate.

- 4.6 Other letters and emails and telephone calls, which are not routine, will be charged on the basis of the time that they take to deal with.

- 4.7 Any travel that we undertake on your behalf will be charged at the Fee Earner's hourly rate or a percentage thereof.

- 4.8 The amount of our charges, which you will have to pay, may be greater than the amount that you can recover from another party.

- 4.9 We will add VAT to our charge at the rate that applies when the work is done. The present rate of VAT is 20%. Our VAT number is 639712712.

- 4.10 There may be certain other expenses, including payments which we make on your behalf e.g. Court fees, search fees, experts' fees, barristers' fees, land registry fees which we will have to pay. VAT is payable on certain expenses. We will notify you in advance where possible of such expenses and seek your approval to incur those expenses. You will be asked to pay those fees and expenses on account before the cost is actually incurred.
- 4.11 We will inform you if any unforeseen additional work becomes necessary, (for example, due to unexpected difficulties or a change in your instruction.) We will inform you of the estimated cost of the additional work before any extra charges and expenses are incurred.
- 4.12 The Letter of Engagement will contain one of the following:
- 4.12.1 A fixed fee for the work to be done on your behalf
 - 4.12.2 An estimate of the likely costs of the work to be done on your behalf which should **not** be regarded as a fixed fee and **may** be exceeded without the need of further authority from you
 - 4.12.3 A forecast within a possible range of costs
 - 4.12.4 An explanation for the reason why it is not possible to fix or give a realistic estimate or forecast of the overall costs, but which gives the best information possible about the cost of the next stage of the matter.
- 4.13 **Any fixed fee, capped fee or other fee arrangement we agree with you, or any costs estimate we give you, is based on the scope of the work anticipated and our assumptions about the matter at the time it is agreed or given. If the scope of the work changes or the assumptions change, it will no longer apply. In that case we will discuss a revised fee arrangement or estimate with you.**
- 4.14 Where appropriate, limits may be set on the charges and expenses being incurred. Any limit will be shown in the accompanying letter. This means that we may carry out work up to the agreed limit without the need to refer back to you. We will inform you as soon as it appears that the limit may be exceeded, and we will not exceed the limit without your agreement save for in exceptional circumstances.
- 4.15 If for any reason, your matter does not proceed to completion we will charge you for the work done and any expenses incurred.
- 4.16 We will keep you informed of the level of charges incurred to date at intervals of not more than six months unless we are working on a fixed fee or a conditional fee arrangement.
- 4.17 It is normal practice to ask clients to pay sums of money from time to time on account of the charges and expenses, which are expected in the following weeks or months. The accompanying letter will set out details of payments required on account. Please note that if the payments requested are not made we reserve the right to stop all work on all of your matters.
In accordance with SRA guidance we do **not** pay interest on any funds we hold in our client account on your behalf.

5. Billing Arrangements.

- 5.1 We reserve the right to send you an interim pro forma invoice for our charges and expenses at monthly intervals or at appropriate stages in the matter while the work is in progress. A VAT receipted invoice will be sent on full payment.
- 5.2 We will send you a final pro forma invoice after completion of the work. A VAT receipted invoice will be sent on full payment.
- 5.3 Payment is due on all pro forma invoices upon delivery. If a pro forma invoice is not paid in full we may charge you interest on any amount outstanding from the due date until the date it is paid at the rate of interest prescribed for judgments from time to time. In the case of commercial debts, we reserve the right to claim interest and recovery costs pursuant to the Late Payment of Commercial Debts (Interest) Act 1998. see paragraph 5.5 below.
- 5.4 Where an invoice is overdue we are entitled to retain all files and documents belonging to you which are in our possession, not just the file to which the account relates, until payment is made in full. We also reserve the right to cease working on this and any other matters on which we are acting for you. In some cases, and particularly when litigation is involved or when we may need to incur substantial expense on your behalf we may require you to provide a payment on account of the future likely costs and disbursements.

- 5.5 Interest is chargeable on any sum outstanding after one month at the statutory rate (currently 8%) and if the Client is a business, profession or local authority it will be the statutory rate **plus** the reference rate (which is the Bank of England base rate) pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002 and in compliance with the SRA Handbook. Interest is charged on a daily basis. Interest can be accrued if all or part of a bill remains unpaid.
- 5.6 Under the statutory provisions referred to in paragraph 5.5 we are entitled to recover compensation in respect of costs incurred in recovering outstanding debts if the Client is a business, profession or local authority. The amount of compensation depends upon the amount of the unpaid debt. There are 3 levels of debt, each of which carries a corresponding amount of compensation. The current levels of compensation are:
- 5.6.1 Up to £999.99 = £40
- 5.6.2 £1,000 to £9,999.99 = £70
- 5.6.3 £10,000 or more = £100
- If you have any query about your invoice, including a complaint about the invoice, you should contact the person with responsibility for your matter immediately or Charles Goodbody the Complaints Partner. There may also be a right to object to the invoice by making a complaint to the Legal Ombudsman and/or by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974.
- 5.7 The Firm's bankers are Lloyds Bank plc. Our client account details are Middleton & Upsall LLP T/A middletons Clients AC - Sort Code 30 99 13 - Account Number 27558660. The Firm's Lloyds client account is the only account used by the firm for client transactions. **We advise you NEVER to pay money to any other account in connection with business conducted with this Firm. The Firm will not accept any liability for funds paid into any other account.** We will accept payment of costs and disbursements by bank transfer, cheque, debit card or credit card. We accept all major credit cards. We are normally only able to accept cash up to a limit of £500 in any 28-day period. 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 regarding the source of the funds in accordance with the current Money Laundering Regulations.
- 5.8 To help you with payment of costs, but not disbursements, we offer, at the Partners' discretion, a Flexible Payment Scheme for family matters and certain civil disputes which are not subject to alternative funding arrangements. Under this scheme we can agree with you a monthly payment plan which will take your personal circumstances into account. You will receive a quarterly statement as part of this arrangement. To the extent that our fees remain outstanding for any time under this arrangement, we charge interest at the annual rate of 3% above Lloyds Base rate (subject to a minimum of 5% pa). There is also a one-off set up fee of £50 + VAT.
- 6. Payment of your charges by another person/payment of other people's legal charges by you.**
- 6.1 You will always be primarily responsible for the payment of our invoices.
- 6.2 In appropriate cases, we will discuss with you whether your charges and expenses may be payable by another person or body. If arrangements are made for a third party to pay any of our fees or disbursements, or a court orders a third party to pay any part of our fees or disbursements, you remain liable to pay them to the extent that the third party does not pay them when due.
- 6.3 If your matter involves court proceedings and you are successful, the amount that the other party is ordered to pay may be less than you have to pay us, or they may be unable to pay the amount they are ordered to. If this happens, you will have to pay the balance.
- 6.4 If the other party has the benefit of public funding by the Legal Services Commission you are unlikely to get back any charges and expenses even if you win your case.
- 6.5 If a court orders another party or body to pay some or all of your charges and expenses, interest can be charged on them. You will be entitled to receive that interest only where you have paid our charges and expenses on account.
- 6.6 If it is necessary to take further action to recover any charges and expenses that a court orders another party to pay, you will be responsible for our charges and expenses for taking that action.
- 6.7 In some circumstances (e.g. where you lose your case) you may be ordered to pay the other parties legal charges and expenses. That money will be payable in addition to our charges and expenses. It may be possible to insure against those expenses and we will discuss that with you in appropriate cases.

- 6.8 When accepting instructions to act on behalf of a limited company, we may require a Director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses as set out earlier.
- 6.9 If instructions for a piece of work are given by more than one person or company, we may recover our fees, disbursements and Value Added Tax from any one or more of them. This includes situations where one person or company instructs us on behalf of another.

7. Lien

In respect of Costs, Disbursements, Counsel and other fees incurred by you with us, or by us on your behalf, whether billed to you or not, we will exercise a lien on:

- (a) any sum of money due to you (even if not yet received by you or us) or which becomes due to you by reason of the work we do under this retainer or any other retainer you have with us or,
 - (b) upon any money actually received by you or us,
 - (c) over any papers, documents, or other property held by us for you;
- until such time as all sums due to us from you are paid. We may take/charge such sums from any money or property which becomes the subject of the lien.

8. Storage of papers and documents.

- 8.1 After completion of your case we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses in accordance with paragraph 5.4 above. Once payment has been made in full please let us know if you would like us to send papers to which you are entitled, to you, which may involve a charge.
- 8.2 We will retain our file of papers (except for any of your papers and documents which you have asked to be returned to you) for not less than eight years following the date of the final bill, after which it may be destroyed. We retain the file on the basis that we have your authority to destroy it at that time.
- 8.3 After completion of a matter your file will be archived and stored off site. We reserve the right to make a charge of up to £100 + VAT for file retrieval and copying if we are asked to pass papers to you or another third party during the period of storage.
- 8.4 We will not destroy any documents (such as a Will or Title Deeds) that you ask us to retain. No charge is made for storage of Wills or Powers of Attorney. An annual charge of £25 + VAT is made for the storage of Deeds which is payable by direct debit. Documents are retained at your risk.
- 8.5 If you give us new instructions or ask us to advise you in relation to a file of papers held by us we may make a charge for the work involved in considering the papers and advising you in the matters you then raise.

9. The Proceeds of Crime Act 2002 (the Act) & The Money Laundering Regulations 2007 (the Regulations)

Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception: legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a disclosure. If, while we are acting for you, it becomes necessary to make such a disclosure, we may not be able to inform you that it has been made, or of the reasons for it, because the law prohibits 'tipping-off'. Where the law permits us, we will tell you about any potential money laundering problem and explain what action we may need to take. The firm has a Money Laundering Policy pursuant to the current SRA Handbook.

10. Data Protection

Please see our website www.middletonslegal.com for our "Data Protection - Privacy Policy", which explains the use we make of personal data we receive in the course of our work

Data Protection in respect of money laundering checks

Any personal data we receive from you for the purposes of our money laundering checks will be processed only for the purposes of preventing money laundering and terrorist financing, or as otherwise permitted by law or with your express consent.

You consent to us retaining such data for longer than the five-year statutory period, unless you tell us otherwise.

Data Protection - your obligations

If you send us personal data about anyone other than yourself you agree that you will ensure you have any appropriate consents and notices in place to enable you to transfer that personal data to us, and so that we may use it for the purposes for which you provide it to us.

11. Evidence of Identity

11.1 **The Money Laundering Regulations 2007 (the Regulations) require us to obtain evidence of identity for all Clients and persons with a beneficial interest, which includes evidence of name and evidence of address. Please complete the attached Client Information Form (ML1) for the purpose of the Regulations. We also require this information if it is necessary to confirm your ownership of Property. We will normally ask to see your passport or driving licence as evidence of name, and address if given on the document or alternatively a copy of a recent utility bill which has been issued within the last 3 months to verify your address. In addition to check your identity we may use an Electronic Identification Verification System. It is a condition of our retainer that you consent to us doing so, on your behalf and that of beneficial owners if we deem it necessary. If used, the programme assists us, by verifying your identity against various different data sources in line with Anti Money Laundering Regulations. When we attempt to verify your identity, the process involves checking the details you supply, against those held on databases provided by various agencies and organisations to which our on-line provider has access, for example, the Passport Office. A record of this process will be kept by the Data Provider that may be used to help other companies to verify your identity. A footprint will be logged on your credit file. This is harmless information and will not affect your ability to gain credit. We may also pass information to organisations involved in fraud prevention to protect ourselves and our clients from theft and fraud. If you supply false or inaccurate information and we suspect fraud we will record this and share this with other organisations.**

If you are unable to complete Form ML1 in full please discuss this with the fee earner concerned without delay.

11.2 The completion of Form ML1 is a term of the contract for the provision of legal services by this Firm. Please deal with this urgently as any delay may affect the progress of business we are instructed to carry out on your behalf.

11.3 If you are not resident in the United Kingdom we will require to see a Passport or National Identity Card as evidence of name and, if it gives it, address. We need to be satisfied that the document is a genuine Passport or National Identity Card and if we are in doubt we reserve the right to seek advice from an Embassy or Consulate Official for the country concerned. We will still need separate evidence of your permanent residential address from an official source. We will discuss this further with you if the circumstances arise.

11.4 If we do not receive the required evidence of identity referred to above we reserve the right to cease acting for you in connection with any matter and to render an account for work carried out to date as detailed in the letter which accompanies this document.

12. Termination

12.1 You may terminate your instructions to us in writing at any time. On termination or conclusion of a particular matter we will be entitled to keep **all** of your papers and documents in relation to **all** matters and transactions with which we have been involved on your behalf, while there is money owing to us for our charges, VAT and expenses pursuant to paragraphs 5.4 and 7 above.

12.2 We may decide to stop acting for you only with good reason e.g. If you do not pay our interim account or comply with the request for payment on account. We must give you reasonable notice that we will stop acting for you. If we do have to stop acting for you, we will explain your options for pursuing the matter and will work with you to minimise disruption to your matter.

- 12.3 However if we stop acting for any reason you will be required to pay for the expenses we have incurred and for the work we have done, even if the original agreement or understanding had been that we would only bill you on completion of the matter.
- 12.4 Unless you are acting in the course of a business, you may also have a right to cancel this contract under Consumer Protection legislation. You must exercise any such right within 7 days of the date shown on the Letter of Engagement. You may not exercise that right if we have started work on your matter.

13. Quality of Service/Complaints Procedure.

- 13.1 We aim to provide a high quality efficient service and value your instructions. We are regulated by the Solicitors Regulation Authority (No. 424168). If at any time you have any queries or concerns about our work for you, please raise them first with the person with day to day responsibility for your matter. If that does not answer your query or resolve your concern, please raise the matter with the partner with overall responsibility of your case. The Partner with overall responsibility for complaints is Charles Goodbody to whom your complaint can be addressed if you are unhappy with the response you receive from the fee earner or Partner responsible for your case. If your complaint is about Charles Goodbody please address your letter directly to Chris Jolly
- 13.2 We have a comprehensive procedure for dealing with queries, concerns or complaints, which we will instigate if you are unable to resolve matters in the way set out in paragraph 13.1 above. Details of our complaints procedure are available for Clients upon request and on our website www.middletonslegal.com.
- 13.3 If you are not satisfied with our complaints procedure or feel that matters have not been resolved within a time frame of at least 8 weeks, provided that you are eligible (our initial engagement letter will indicate your eligibility), you have the right to complain to the Legal Ombudsman within 6 months from the conclusion of our complaints process. The time limit for the Legal Ombudsman accepting a complaint is 6 years from the date of act/omission, or 3 years from when the complainant should have known about the complaint. However the Legal Ombudsman will not accept complaints where the act or date of awareness was before 6 October 2010. You can contact them on 0300 555 0333 or alternatively visit their website www.legalombudsman.org.uk or email them at enquiries@legalombudsman.org.uk. If you prefer, you can write to them at Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ. Their help does not cover the legal advice that you have received from this firm or the disappointment that you feel because you do not agree with the outcome of a Court case.

14. Authority in Court Proceedings.

When we are acting for you in court proceedings we do so on the basis that you agree that we may sign statements of truth in court documents on your behalf if required.

15. The Firm's Liability

- 15.1 We limit our liability to you for claims for breach of contract, breach of duty, negligence and for claims otherwise arising out of or in connection with our engagement or the services we provide, in the ways described below. Our liability to you shall be limited to £3 million. This liability cap will apply to our aggregate liability to you together with any associated party for whom you are acting as agent in relation to the relevant matter on any basis.

15.2 Proportional liability

In addition to the other limitations in this document, where we and/or third parties are responsible for any loss suffered by you, our liability for that loss will be limited to a fair proportion of your total loss calculated by reference to the extent of our responsibility. If you have engaged others to represent or advise you on a matter in which we are involved and you agree with any of them that their liability to you will be limited, in order that our position is not adversely affected by any such limitation of their liability, you agree that our liability to you will not exceed the amount which would have applied in the absence of that limitation.

15.3 Third party liability

If you start proceedings against us for loss or damage and there is another person (for example, another adviser) who is liable (or potentially liable) to you in respect of the same loss or damage, then you will (if we

so request) join them into the proceedings. This is subject to any legal prohibition against your joining them in that way.

15.4 No claim against individual employees/members

We have an interest in limiting the personal liability of employees, consultants and members (otherwise called Partners). Accordingly you agree that you will not bring any claim against any individual employee, consultant or member in respect of losses which you suffer or incur, arising out of or in connection with our engagement or the services we provide. The provisions of this paragraph will not limit or exclude the firm's liability for the acts or omissions of our employees, consultants or members.

The provisions of the above paragraph are intended for the benefit of our employees, consultants and members but the terms of our engagement may be varied without the consent of all or any of those persons.

15.5 The above exclusions and limitations will not operate to exclude or limit any liability which cannot lawfully be limited or excluded. In particular they do not limit liability for fraud, nor for causing death or personal injury by negligence, nor for negligence in contentious business, insofar as the Solicitors Act 1974 s 60(5) precludes the exclusion of such liability.

15.6 The Firm will not repay money lost through the failure of a bank or other financial institution.

15.7 The contact details of our Professional Indemnity Insurer are as follows:

International General Insurance Company (UK) Ltd.

The territorial coverage of our Professional Indemnity Insurance is worldwide for £3,000,000.00.

16. Confidentiality

Information concerning you and your matter will be treated as confidential by all members of staff. We may have responsibilities to other organisations including the Court, mortgage lenders and insurers which may require your confidential information being passed to those organisations and so we may have to advise you to provide information to them or we may be required to pass information to them direct. The firm has a Confidentiality Policy pursuant to the current SRA Code of Conduct.

17. Conflicts

Conflicts between your interests and those of another client may arise. If there is a conflict of interest, we may have to stop acting for you. We may also stop acting in a particular matter for the other client involved. All fees, expenses and VAT up to the date of termination will be charged and become due. The firm has a Conflicts Policy pursuant to the current SRA Code of Conduct.

18. Conveyancing Quality Scheme (CQS)

We have achieved the standards of practice and integrity required to be accredited by the Law Society's Conveyancing Quality Scheme.

Our practice will provide you with a professional and quality conveyancing service.

What you can expect from us:

- when you contact us to discuss your sale or purchase we will explain clearly the steps in the process and what you can expect from your solicitor
- we will tell you what the costs will be
- we will keep you informed of progress in your sale or purchase
- we will work in line with the quality standards of the Law Society's CQS.

We will:

- treat you fairly
- be polite and professional

- respond promptly to your enquiries
- tell you about any problems as soon as we are aware of them
- ask for your feedback on our service

19. Financial services and insurance mediation

19.1 Sometimes family, trust and probate work involves investments. We are able to provide a limited range of advice and arrangements for which we are regulated by the Solicitors Regulation Authority. For more complicated matters we may refer you to someone who is authorised by the Financial Conduct Authority, as we are not so authorised.

If you have any problem with the service we have provided for you then please let us know. We will try to resolve any problem quickly and operate an internal complaints handling system to help us to resolve the problem between ourselves. If for any reason we are unable to resolve the problem between us, then we will deal with the matter under as set out in paragraph 13.3 above.

19.2 Insurance mediation

This firm is not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct 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 is regulated by the Solicitors Regulation Authority. Complaints are dealt with by the Legal Ombudsman - see paragraph 13.3 above. The register can be accessed via the Financial Conduct Authority website at <https://register.fca.org.uk>

The Law Society is a designated professional body 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 is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints handling body.

20. Email

Unless you tell us otherwise, you agree to us communicating with you, including sending bills and other confidential information, by normal, unencrypted email, using the email address you have given us from time to time.

FRAUD

You should be aware that there is a risk that emails (in particular when unencrypted) may be intercepted, delayed or corrupted or may fail to be delivered. Often frauds involve the hacking of an email account that enables the fraudster to take control of emails and for example, specify a change in the bank details to which you have requested funds to be sent. Also common are 'spoof' emails, which seek to impersonate a genuine email address (but with subtle character discrepancies) and again specify a change in bank details.

FRAUD PREVENTION

Your bank details should be hand written on forms provided and either hand delivered to us or sent by first class post. Bank details will be confirmed by telephone if necessary, using an existing number provided by you on an earlier date. There are NO circumstances where bank details will be accepted by email. Our staff have clear instructions in this respect and so please do not try to persuade them otherwise.

We make reasonable attempts to exclude from our emails any virus or other defect that might harm a computer or IT system. You undertake to act likewise with any electronic communications you send to us. Neither you nor we shall have any liability to each other in respect of any claim or loss arising in connection with such a virus or defect in an electronic communication other than where such claim or loss arises from bad faith or wilful default.

21. Distance Selling Regulations

If we have not yet met you and you are an individual acting for purposes which are outside your business, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply to our agreement with you. That means that you have the right to cancel our engagement without charge at any time within 14 days of your acceptance of our engagement terms. If you wish to do so you must inform us

of your decision to cancel in writing. Your right to cancel our engagement will not apply if you agree to us beginning work in relation to your instructions during the relevant cancellation period.

22. Governing Law and Jurisdiction

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by the law of England and Wales, and the Courts of England and Wales shall have exclusive jurisdiction over any such dispute or claim.

23. Force Majeure

We shall not be liable to you if we are unable to perform our services as a result of any cause beyond our reasonable control.

24. Severability

If any provision in these terms of engagement or our accompanying letter is or becomes invalid, illegal or unenforceable then it shall, to the extent required, be severed and shall be ineffective and the validity of the remaining provisions shall not be affected in any way.

25. Conclusion

PLEASE NOTE that your continuing instructions in this matter will amount to your acceptance of these Terms and Conditions of Business and they will apply to all matters in which we receive instructions from you.

This is an important document: please keep it in a safe place for future reference.

December 2020