

# TERMS OF BUSINESS

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## **1.0 OUR CONTRACT**

### **1.1. Extent**

These Terms of Business issued by BSG Solicitors LLP (”the Firm”), as supplemented and or amended by any relevant Engagement Letter, apply to each Matter we work on for you.

### **1.2 Variation**

No variation of these Terms shall be effective unless it is in writing and is signed by one of our Partners.

## **2.0 DEFINED TERMS**

In these Terms of Business:-

**“the Firm”** means BSG Solicitors LLP and any successor practice owned or controlled by the BSG Solicitors LLP;

**“Associated Entities”** means (where you are a body corporate) your shareholders, directors (as individuals not acting together as the Board), officers and employees, subsidiaries, parent companies, and subsidiaries of parent companies, and (where you are a trade association) your individual members;

**“Credit Period”** means the period of seven (7) days from the date of our invoice for our fees and/or expenses;

**“Documents”** means Documents Held For You, Our Documents and Your Documents;

**“Documents Held For You”** means documents we create or receive on your behalf (including communications from or with third parties, notes of conversations and meetings, draft and final documents, and instructions to and opinions of barristers);

**“Engagement Letter”** means in relation to any Matter, the letter (or other agreement) recording the basis of our engagement;

**“Force Majeure”** means any circumstance beyond the reasonable control of the party affected by it and includes telecommunications failure, power supply failure, terrorism, fuel strikes, sever weather, computer breakdown, failure of suppliers to meet delivery requirements, industrial disputes etc.;

**“Matter”** means any specific transaction, dispute or issue in relation to which you ask us to provide Services whether or not it has been defined in an Engagement Letter or other agreement;

**“Our Documents”** means documents (other than Documents Held For You) which we create or receive for our benefit (including copies of our letters to you, your letters to us, notes of telephone conversations and meetings with you for which we have not charged you, and our preliminary drafts, research materials and internal notes);

**“Partner”** means a partner of the Firm;

**“Services”** means all services we provide to you in relation to the relevant Matter;

**“We”, “us”, and “our”** means or refers to the Firm;

**“You”, “your”, “yours”** includes the addressee of the relevant Engagement Letter and its subsidiary, associated companies and any other person identified in the Engagement Letter;

**“Your Documents”** means documents which you give or lend to us to enable us to provide the services.

## **3.0 OUR AUTHORITY AND SERVICES**

### **3.1 Our Authority**

3.1.1. You give us full authority to act for you to the fullest extent necessary or desirable to provide the Services. In particular, we may engage barristers and other third parties and otherwise incur on your behalf reasonable expenses of a type which it is necessary or desirable to incur in relation to the Services in question.

### **3.2 Our Services**

3.2.1 The Partner at the Firm named in any Engagement Letter as the “Supervising Partner” will be the Partner primarily responsible for the provision of our Services. That Partner has complete discretion to deploy such of our lawyers, trainee lawyers, paralegals or other staff as they deem necessary or desirable to ensure appropriate delivery of the services.

3.1.1 We only advise on the Laws of England and Wales. If you require advice on the laws of other jurisdictions, we will, with your agreement, instruct lawyers practising those laws to give such advice, on the same basis as we engage other third parties on your behalf.

## **4.0 YOUR RESPONSIBILITIES**

You will (so far as you are practicably able to do so):-

- 4.1 provide us with timely instructions, information and materials necessary or desirable for us to perform the Services for you
- 4.2 notify us promptly of any changes or additions to instructions, information and materials previously provided by you or on your behalf; and
- 4.3 ensure that all information provided to us is complete in all material respects and is not misleading.

## **5.0 CLIENT CARE CODE**

### **5.1 Code**

We want you to be happy with every aspect of our Service. We therefore operate a Client Care Code, the principles of which are set out as below:-

5.1.1 We are committed wholeheartedly to the professional standards laid down by the Solicitors Regulation Authority.

5.1.2 You will be told clearly at the outset the issues and how we advise they be dealt with, and the immediate steps we will take on your behalf

5.1.3 The Client Care Letter/Engagement Letter (attached to this Terms of Business) notifies you of the following details:-

- The name of the person or persons who will deal with your Matter on a day to day basis; and
- The name of the Supervising Partner;

5.1.4 You will be told the name of the new fee earner if the matter is transferred from one fee earner to another

5.1.5 We cannot guarantee that the fee earner or Supervising Partner will be available on demand, but we will do our best to get back to you promptly and efficiently.

5.1.6 You will be informed of the progress of your matter and the reason for any serious delay.

5.1.7 If you do not understand anything, please always ask. We will explain any important document; if you are still unclear as to the position, please say so. We want you to be fully informed and happy; you pay to leave the problem with us to solve. You can also ask for us to confirm your queries by letter.

5.1.8 Never be afraid to ask for an appointment to discuss your case. Since time is money, do not be afraid to bring a written list of questions and note the answers. This can also be helpful when telephoning so you do not forget any point.

5.1.9 There may be certain preparatory tasks that you ought to consider carrying out yourself to save costs. An example is putting the papers in order and flagging material items. This is helpful to us, and lowers your bill by saving the time we would otherwise spend.

5.1.10 At the end you will be sent a bill and a letter confirming the matter has been completed and, where necessary, summarising any continuing consequences.

5.1.11 The Firm's policy is to only accept £500 in cash payments from clients. Please discuss directly with Jeremy Swerner (Partner) if you are not able to pay the balance of fees/disbursements via a bank transfer/cheque/credit or debit card. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds. Where we have to pay money to you it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

## **6.0 HOURS OF BUSINESS**

6.1 The normal hours of opening at our offices are between 9.00 a.m. and 5.30 p.m. on weekdays. Messages can be left on the answerphone outside those hours and appointments can be arranged at other times when this is essential.

## **7.0 FEES AND EXPENSES**

### **7.1 General**

7.1.1 Unless otherwise agreed in the Engagement Letter, our fees will be calculated principally by reference to the time spent by us in providing the Services at the fixed hourly rates applicable to the relevant staff.

7.1.2 We may, in accordance with professional guidelines, also charge a premium (where reasonable to do so) to take account of the nature, responsibility, complexity, value and urgency of the Services and other criteria specified in those guidelines.

7.1.3 The fixed hourly rates of each of our Partners, Solicitors, Trainee Solicitors, Case Handlers, Paralegals and other staff are reviewed from time to time and we will inform you of any variation in these

rates and the date upon which they take effect.

7.1.4 You will be responsible for paying the expenses we incur in the course for providing the Services (including travel and subsistence expenses, search and filing fees, court fees and barristers'/foreign lawyers'/other third parties' fees and expenses). We have no obligation to pay for such expenses unless you have provided us with the funds for that purpose.

7.1.5 VAT will be charged at the prevailing rate on all fees and expenses.

### **7.2 Payments on Account**

7.2.1 We may require you to make a payment to us on account of our fees and expenses at any time and on more than one occasion. Money paid on account which is not subsequently required for fees and expenses will be returned promptly.

7.2.2 We are not obliged to credit payments on account against interim invoices but may do so if you fail to make prompt payment.

### **7.3 Quotations and Estimates**

7.1.1 The provision of figures (orally or in writing) from time to time for the likely cost of a piece of work is an estimate only and does not constitute a contract to carry out the work at that cost.

7.3.2 The provision of a written quotation for work constitutes an offer to carry out the work at that cost and does not become a contract until you accept the quotations or a defined part of it.

7.3.3 Unless stated in writing to the contrary, any quotation or estimate does not include any VAT or expenses.

7.3.4 Where, by prior agreement, we carry out work which falls outside the scope of an accepted quotation (or of an estimate which is subsequently incorporated into a contract between us) we may charge fees at our fixed hourly rates (to be agreed in each case), in addition to the quoted or

estimated fee. We may also charge additional fees on the same basis for work within the scope of such a quotation or estimate which is made more time consuming, onerous or urgent as a result of:-

- Circumstances or information which we did not know or could not have reasonably have anticipated at the time of the quotation or estimate (whether or not you were aware of them); or
- You, or your agent's, act or omission

## **8.0 OUR INVOICES**

### **8.1 Frequency of invoices**

8.1.1 Unless otherwise agreed in the Engagement Letter, we will be entitled to invoice you in respect of our fees and expenses monthly and on completion of each Matter. At the end of our financial year we shall be entitled to bring up to date our invoicing in respect of all your then unbilled work.

8.1.2 Unless otherwise stated, monthly or other interim invoices are the final invoices of our fees for all work done, and where applicable, for all expenses invoiced to us during the period or periods to which the invoices relate.

8.1.4 You may pay by cheque, debit card or directly into our client account as follows: Barclays Bank Plc, 126 Station Road, Edgware, Middlesex, HA8 7RY. Account Number 63035190, Sort Code 20-29-37. We do not charge for paying by debit card.

### **8.2 Payment Terms**

8.2.1 Interest will accrue on all debts over 30 days until the time they are paid at the rate of 8% above the Bank of England's Base Rate. Any debts that have to be chased will incur a handling charge of £50 plus VAT.

8.2.2 If you do not pay any invoice by the end of the Credit Period, or the sum we have requested on account within thirty (30) days (or such longer period as we may

specify) of our demand, we may suspend or terminate the provision of all or any Services (and instruct any third parties engaged by us to suspend the provision of their services) and may invoice you for all accrued fees and expenses.

### **8.3 Third Party Payments**

8.3.1 In some circumstances, you may have a right of recovery or indemnity against a third party in respect of all or part of our invoices, but we are not permitted to issue a VAT invoice to any person other than you in any circumstances, and you remain liable to us to pay our invoices notwithstanding such a right.

## **9.0 INTEREST POLICY**

9.1 As part of carrying out instructions we may need to hold client money in our client account. We cannot carry out a banking service for clients, and will only hold monies specifically related to the Matter concerned.

9.2 We are required to have in place an interest policy. We will account to clients for interest when it is fair and reasonable to do so, using a fair and reasonable structure to calculate such interest.

9.3 Holding client funds is incidental to the carrying out of legal instructions. The bank account in which we hold client money (client general account) must enable funds to be immediately available. As a result, the interest accrued is likely to be lower than could be achieved were the funds held elsewhere for the period. We can arrange for funds to be placed in a higher earning separate designated deposit account if the transaction meets certain criteria.

9.4 Our full policy sets out the guidelines for when interest will be paid and is available on request. If a client would prefer to contract out of the policy to apply interest to any matters/s, this can be done in the form of a written agreement.

## **10.0 CONFLICT OF INTEREST**

### **10.1 Definition**

10.1.1 “Conflict of Interest” means any situation where:-

- we owe (or, if we accepted your instructions, would owe) separate duties to act in the best interests of two or more clients in relation to the same or a related matter and those duties conflict, or there is a significant risk that those duties may conflict; or
- our duty to act in your best interests in relation to a matter conflicts, or there is a significant risk that it may conflict, with our own interests in relation to that or a related matter; or
- we have confidential information in relation to a client or former client, and you wish to instruct us on a matter where that information might reasonably be expected to be material; and you have an interest adverse to our other client or former client. You agree to provide us with a list of any associated companies from time to time

### **10.2 Similar activities**

10.2.1 We may act for parties engaged in activities similar to or competitive with yours

### **10.3 Third Parties**

10.3.1 Once we have agreed to act for you in relation to a Matter, we will not act for a third party in relation to the same Matter if there is a Conflict of Interest between that third party's Interests and your Interests.

### **10.4 Instructions Creating a Conflict of Interest**

10.4.1 We may decline to act for you where accepting your instructions would create a Conflict of Interest or cause us to break an existing agreement with a third party.

## **10.5 Consent**

10.5.1 Where our professional rules allow, and subject to satisfying the requirements of those rules (for example by implementing an information barrier), we may act for you and another client where a Conflict of Interest would otherwise exist, provided that we have the consent of both parties.

## **10.6 Cessation of Services**

10.6.1 If, whether through a change in circumstances or otherwise, we find that we have agreed to provide Services to you in circumstances which give, or could give, rise to a conflict of interest we will discuss with you how to deal with the conflict and may, be obliged to stop providing Services to you and/or to all other clients affected by the Conflict of Interest.

## **11.0 INFORMATION AND CONFIDENTIALITY**

### **11.1 Information About You**

11.1.1 We use the information you provide primarily for the provision of legal services to you and for related purposes including (but not limited to): updating and enhancing client records; analysis to help us manage our practice; statutory returns; and legal and regulatory compliance. We will use your contact detail to update you regarding your Matter.

11.1.2 We may also use it to ensure the safety and security of our premises (where we may also use CCTV); for fraud prevention purposes (including verification checks for our money laundering obligations); to assess client satisfaction (such as by asking you to participate in surveys); and to help improve our services generally.

11.1.3 We will not use your personal data for the purposes of marketing unless you have provided us with explicit consent to do so. If you choose to provide us with your details for the purposes of receiving marketing material you may remove this

consent at any time by emailing us at [info@bsgsolicitors.com](mailto:info@bsgsolicitors.com).

## 11.2 Our Duty of Confidentiality

11.2.1 We will treat any information which is confidential to you and which we obtain as a result of acting for you as strictly confidential, save:-

- for the purpose of acting for you; or
- for disclosures to our auditors or other advisers or for the purposes of our professional indemnity insurance; or
- as otherwise required by law or other regulatory authority to which we are subject.

11.2.2 We shall be under no duty to disclose to you (or take into account in the course of providing the Services) any information acquired by us in acting for any other client or any information in respect of which we owe a duty of confidentiality to a third party.

## 11.3 Your Duty of Confidentiality

11.3.1 Our advice and other communications with you are confidential and may not, without our consent, be disclosed by you to any third party (other than to your employees and agents who require access and who do not disclose it further) or otherwise made public except as required by law or other regulatory authority to which you are subject.

11.3.2 If, as a result of our acting for you, you acquire any information in respect of which we notify you that we owe a duty of confidentiality to a third party you will keep it confidential and not use it without our consent.

## 11.4 Your Rights

11.4.1 If you are an individual, you have rights under the General Data Protection Regulations. These rights are:-

- The right to access - To request a 'subject access request' (SAR) please email the supervisor of your matter or emailing our DPO Paul Grant with the details of your matter and the data that you want to have access. We will ensure that the subject access request has been completed within 1 month commencing the calendar day after the request is received. .
- The right to rectification - Please contact the supervisor of your matter to rectify any information that we hold. In some cases, we may ask to see proof of this change of data.
- The right to erase - To request to erase any data that we hold on you please contact your supervisor or the DPO. Please also bear in mind if we are in the middle of a matter this may affect our capability to act for you. If this is the case, we will discuss this with you.
- The right to restrict processing - To request a restriction of processing please notify your supervisor or our DPO who will contact you to discuss the requirements of your requested restriction. Please bear in mind that some restrictions may prevent us from acting on your behalf. If this is the case, we will discuss this with you.
- The right to data portability - To request this please contact your supervisor or the DPO who will discuss the format you would like your data in when you make a SAR.
- The right to object - If you wish to object to any processing (irrelevant if consent has been provided previously). Please contact the supervisor of your matter or the DPO who will discuss your needs with you and action your request. Bear in mind, depending on the extent of the request this may prevent us from acting on your matter.
- Rights in relation to automated decision making and profiling – The firm does not conduct any automated decision making or profiling.

11.4.2 These rights are absolute however there are some cases where our legal obligation overrides data subject rights. (For example, keeping data for anti-money laundering purposes, notifying the NCA of any money laundering suspicions without notifying you).

## **11.5 General**

11.5.1 In accordance with the requirements of the Data Protection Act and the Money Laundering Regulations, we confirm:

- BSG Solicitors LLP is the data controller;
- Paul Grant is the nominated representative / data protection officer; and
- We will only process any documentation or personal data received from you in respect of client due diligence for the purposes of preventing money laundering and terrorist financing unless:
  - use of that data is permitted by or under any enactment; or
  - you give your express consent for the documentation or personal data to be used for other forms of processing. you give your express consent for the documentation or personal data to be used for other forms of processing.

## **12.0 CUSTODY RETENTION AND TRANSFER OF DOCUMENTS**

12.1 We will, at your request, either during the provision or after completion of any Services, release to you or to your order Your Documents and Documents Held For You, provided that we are not at the time exercising our right to retain documents pending payment of outstanding fees and expenses or are prevented by any court order, undertaking or other legal constraint from doing so. We may copy all of Your Documents and Documents Held for You before releasing them, including any electronic correspondence submitted by You.

12.2 We may at any time scan, microfilm, or otherwise make electronic copies or images of any Documents (other than Documents held in safe custody), destroy the originals and thereafter hold the Documents only in such copy or image form. Unless expressly agreed otherwise in writing we will keep all Documents whether in original, copy or imaged Form for a period of six (6) years, after which we will destroy them and any copies or images of them.

12.3 We may agree to store title deeds, wills and other especially valuable documents in safe custody for you if you require and, if we do, we will not, without your consent, destroy any such documents.

12.4 We do not accept responsibility for the loss or damage of any item which we hold on your behalf unless we expressly agree in writing to the contrary.

12.5 After completing the work, we will be entitled to keep all your papers and document whilst there is still money owed to us for fees and expenses. We will keep our file of your papers for up to six (6) years, except those that you ask to be returned to you. We keep files on the understanding that we can destroy them six (6) years after the date of the final bill. We will not destroy documents you ask us to deposit in safe custody. If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However we may charge you both for time spent producing stored papers that are requested as well as reading correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

## **13.0 INTELLECTUAL PROPERTY RIGHTS**

### **13.1 Copyright**

13.1.1 We retain copyright and all other intellectual property rights in all documents and other works we develop or generate for you in providing the Services



(including know-how and working materials as well as final documents). We now grant you a non-exclusive, non-transferable, non-sublicensable licence to use such documents or other works solely for the Matter to which the Services of developing or generating them relate and not otherwise. If you do not pay us in full for our Services in relation to that Matter we may, on giving you notice, revoke that licence and only regrant it to you once full payment has been made.

#### **14.0 JOINT INSTRUCTIONS**

- 14.1 Where we agree to work on a Matter for more than one client jointly, the rights and obligations of the joint clients to us in relation to the Services will be several (save for obligations to pay money to us, which will be joint and several).
- 14.2 Each joint client irrevocably permits us to disclose to any other of the joint clients at any time any information which we would otherwise be prohibited from so disclosing by virtue of our duty of confidentiality. If any joint client ends this permission during the provision of the relevant Services, or if a conflict of interest otherwise arises between joint clients, we may suspend or terminate the provision of Services related to that Matter to one or more of the joint clients.
- 14.3 If any joint client asks us to transfer documents we will deliver Your Documents to, or to the order of, the joint client who delivered them to us. We will retain any Documents Held For You and will supply copies to each joint client, making the originals available at one of our offices for inspection by any joint client on reasonable prior written notice.

#### **15.0 FORCE MAJEURE**

- 15.1 Neither You nor We shall be liable for any failure to perform, or delay in performing, any obligations (other than payment and indemnity obligations) if and to the extent that the failure or delay is caused by Force Majeure and the time for performance of

the obligation, the performance of which is affected by Force Majeure, shall be extended accordingly.

#### **16.0 LIABILITY**

##### **16.1 Duty of Care**

16.1.1 We will use reasonable skill and care in the provision of the Services. Where we make an assessment for you, either expressly or by implication, of the likely level of risk associated with different potential courses of action, you accept that such assessment is made relying only upon the information and documents then available to us and cannot, therefore, be definitive.

16.1.2 Accordingly, such an assessment should only be used as one element in the making of any practical or commercial decision. You accept that the magnitude or acceptability of a risk is a matter for you.

16.1.3 The aggregate liability of the Firm and of all Partners, consultants to and employees and agents of the Firm in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to our negligence or non-performance), for loss or damage arising from or in connection with the Services provided shall, in relation to each Matter, be limited to the sum, unless otherwise agreed, of five million pounds (£5,000,000.00).

##### **16.2 Third Parties**

16.2.1 The Services are provided to and for the benefit of you as our client and you alone. No other person may use or rely upon the Services nor derive any rights or benefits from them. The provisions of the Contracts (Rights of Third Parties) Act 1999 are to that extent excluded.

16.2.2 The Firm alone will provide the Services and you agree that you will nor bring any claim whether in contract, tort, under statute or otherwise against any Partner, or

any consultant to, or employee or agent of the Firm.

### **16.3 Drafts**

16.3.1 Where we provide draft or provisional advice or other materials, that advice or those materials are not to be relied upon as constituting our final view.

### **16.4 Current Law**

16.4.1 The Services are provided in accordance with professional practice requirements and the proper interpretation of the law, as each exists on the date on which the relevant Service is provided. If there is any change in such requirements or the law, or their interpretation, after the relevant Matter has been concluded (or before that time but which could not reasonably be known by us at that time), we have no responsibility to notify you of, or of the consequences of, the change.

### **16.5 Communication**

16.5.1 We shall communicate with you at the postal and email addresses and the telephone and fax numbers which you publish or provide to us unless you ask us to use other addresses and numbers. You will notify us if you regard any communications from us as particularly confidential and the means by which you require us to make such communications and we shall have no liability to you arising out of your failure so to notify us.

16.5.2 Subject to any notification you may make to us under the previous paragraph, we shall not be required to encrypt, password-protect or digitally sign any email, or attachment, sent by us. We shall not be responsible for any loss or damage arising from the unauthorised interception, re-direction, copying or reading of e-mails, including any attachments. We shall not be responsible for the effect on any hardware or software (or any loss or damage arising from any such effect) of any e-mails or attachment which may be transmitted by

us (save to the extent caused by our negligence or wilful default).

16.5.3 We will however, amend our practices where you request it and to the extent that we are able to do so. We afford your data the highest possible security standard the Firm can implement. For more information please see our privacy notice as published on our website.

### **16.6 Deadlines**

16.6.1 We will try to meet any deadline we agree with you for the performance of any Services but, unless we agree otherwise in writing in relation to any time, date or period for delivery or performance by us, time shall not be of the essence.

## **17.0 PROPORTIONATE LIABILITY**

17.1 If you accept or have accepted any express exclusion and/or limitation of liability from any of your other professional advisers, our total liability to you arising out of the Services will not exceed the net aggregate of the amount for which we would otherwise have been liable after deducting any amount which we would have been entitled to recover from such adviser as a matter of law whether pursuant to statute or otherwise, but are prevented from doing so as a result of any such exclusion and/or limitation of liability.

## **18.0 EXCLUSION**

18.1 We shall not be liable for:-

- any loss, damage, cost or expense arising from any breach, act or omission by you of your agreement with us; or
- any advice or document subject to the laws of a jurisdiction outside England and Wales; or

- any advice or opinion given to you by any third party (whether or not recommended by us).

## **19.0 EXCEPTIONS**

19.1 Nothing in this agreement exempts us from liability arising from our fraud or reckless disregard of our professional obligations; or from our negligence resulting in death or personal injury; or where, in the case of a contentious business agreement, law or regulation prohibits the exclusion of such liability.

## **20.0 TERMINATION**

### **20.1 Completion of Services**

20.1.1 An agreement between you and us for the provision of defined Services ends on the completion of the provision of those Services. An open-ended agreement for the provision of Services ends three (3) months after the last date on which we provided Services to you. Unless new or different terms are agreed, our acceptance of instructions to perform Services for you subsequent to the ending of any agreement gives rise, from the time of acceptance of the instructions, to a new agreement on these terms. If we provide you free of charge with any seminar, information, or other document after the ending of an agreement, such provision does not give rise to a new agreement.

### **20.2 Early Termination**

20.2.1 Either you or we may terminate the provision of all or any of the relevant Services at any time by giving written notice to the other. We will not do this without good and substantial reason, such as:-

- the threat or risk of violence, injury or other danger to the physical, psychological or moral well-being of any of our personnel; or
- the discovery or creation of a Conflict of Interest; or

- your requesting us to break the law or any professional requirement; or
- the relationship of trust and confidence necessary between solicitor and client ceasing to exist between us; or
- your failure to pay to us any amount due, or money on account requested; or
- your insolvency; or
- your failure to provide us with adequate instructions
- our being forbidden to act by the National Crime Agency
- our reasonable belief that our continuing to represent you may cause damage to the professional or personal reputation of our firm or any of its personnel; or
- any other breach by you of these terms.

### **20.3 Rights on Early Termination**

20.3.1 On early termination, by either you or us, you will remain liable to pay all fees and expenses incurred before termination and due under our contract or due on the basis of the time spent at our usual hourly rates, whichever is the less, together with any further fees and expenses for work necessary to transfer our files to another adviser of your choice. All our rights set out in these terms shall continue to apply even if we terminate the agreement.

## **21.0 GENERAL**

### **21.1 The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (MLR 2017)**

21.1.1 We are required to comply with the Money Laundering Regulations and in particular to verify the identity and permanent address of all new Clients. This is to ensure that the policy

adopted worldwide by Financial and Government Authorities to prevent the use of laundering systems to disguise the proceeds of crime is achieved.

21.1.2 Individual Clients: If you are a new client or an existing client who has not previously supplied information, you are requested to supply the following; one item from List A and one item from List B (please note we require certified copies if you are sending these by post or if you are bringing in the original documents to our offices — we will make certified copies here).

21.1.3 List A – Proof of Identity

- Current fully signed Passport
- Current full UK Photocard Driving Licence

21.1.4 List B – Address Verification

- A bill for the supply of electricity, gas, water or telephone services dated within the last three (3) months. Mobile phone bills are not acceptable
- Television Licence renewal notice
- Council tax bill dated within the previous 12 months
- A Tax Coding Notice dated within the previous 12 months
- A Mortgage Statement dated within the previous 12 months
- A Bank Statement dated within the last three (3) months showing your current address.

21.1.5 Body Corporate: If you are a new or existing body corporate client not listed on a regulated market who has not previously supplied information, we will require the following:

- Company/organisation full name;
- Company or other registration number;
- Registered address and, if different, principal place of business address;
- Memorandum of association or other governing documents
- Names of the Board of Directors or members of your management body and its senior management;

- Documentation in accordance with lists A and B above for any beneficial owners.

21.1.6 Please note we require certified copies if you are sending these by post or if you are bringing in the original documents to our offices — we will make certified copies here.

21.1.7 Under the provisions of the Proceeds of Crime Act 2002 ("POCA"), we may be required to make a report to the relevant authorities if at any time we become aware of or suspect (whether from you or any other person) the existence of the proceeds of crime in relation to any Services on which we are engaged. Our obligation to make such a report will, in certain circumstances, override our duty of solicitor/client confidentiality and we may not be permitted to inform you whether or not we have made, or might intend to make, such a report.

21.1.8 We may terminate the provision of any Services to you, or be instructed to do so by the relevant authorities, if you fail to comply with your obligation to provide evidence of identity or we suspect that you or any other party connected with you or with the Matter is involved in activities proscribed by POCA.

## **21.2 Severability**

21.2.1 Each of these terms shall be severable and distinct from the others and if any term is held to be illegal, invalid or unenforceable, in whole or in part, the remaining terms shall not be affected.

## **21.3 Equal Treatment/Equality and Diversity**

21.3.1 Consistent with our internal policies and procedures, we will not discriminate in the way we provide our Services on the grounds of age, disability, gender re-assignment, marriage and civil partnerships, pregnancy and maternity, race (including colour, nationality [including citizenship] ethnic or national

origins), religion or belief, sex, sexual orientation.

#### **21.4 Financial Services**

21.4.1 If during the course of the matter upon which we are advising you, you need advice on investments, we may have to refer you to someone who is authorized by the Financial Conduct 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.

21.4.2 If you have any problem with the services we have provided for you, then please let us know. We will try to resolve any problem between ourselves. If for any reason we are unable to resolve the problem between us, then we are regulated by the Solicitors Regulation Authority and complaints and redress mechanisms are provided through the Solicitors Regulation Authority and the Legal Ombudsman.

#### **21.5 Insurance Mediation**

21.5.1 As we have said, we are not authorized 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, 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 [www.fca.org.uk](http://www.fca.org.uk)

21.5.2 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 and impartial complaints handling body established by the Legal Services Act 2007.

### **22.0 CLAIMS, COMPLAINTS AND DISPUTES AND RESOLUTION OF THEM**

#### **22.1 Scope**

22.1.1 All claims, complaints and disputes arising out of or in connection with the Services ("Disputes") will be resolved pursuant to this paragraph.

#### **22.2 Complaints Procedure**

22.2.1 We hope you will have no complaint. To underline how seriously we take complaints, we have a set Complaints Procedure which can be summarised as follows: (a copy of our full complaints procedure is available on request).

- If you have any complaint or observation (good or bad) about our service, please say so.
- Raise any complaint first with the Fee Earner assigned to your matter, including any complaint about your bill.
- If this does not resolve it satisfactorily, tell the Supervising Partner responsible for your case.
- If this does not resolve it satisfactorily, contact David Sichel, the Solicitor nominated by the practice to ensure prompt and thorough investigation of any complaint.

22.2.2 You are not able to take the complaint to the Legal Ombudsman as you do not fall within one of the categories of complainant and you should be aware that you can only obtain redress by using our Complaints Handling Procedure or by mediation or arbitration, or by taking action through the Courts

22.2.3 Kindly note that you have the right to object to your bill by making a complaint

to the appropriate body referred to above and/or by applying to the Court for an assessment of the bill under Part III of the Solicitors' Act 1974 and, if all or part of our bill remains unpaid, we may be entitled to charge interest.

### **22.3 Exclusions**

22.3.1 We shall not be obliged to comply with clause 22 above in relation to any Dispute in which we seek:-

- an order or award (whether interim or final) restraining you from doing any act or compelling you to do any act; or
- a judgment or award for a liquidated sum to which here is no arguable defence (provided that the exception shall cease to apply and the Dispute may be referred to arbitration on the application of either party if the court decides that you should have permission to defend the claim); or
- the enforcement of any agreement reached or any binding order, award, determination or decision made pursuant to clause 22 above, nor shall anything in this paragraph inhibit us at any time from serving any form of demand or notice or from commencing or continuing with any bankruptcy, winding up or other insolvency proceedings.

### **22.4 Regulator**

22.4.1 Nothing in this Terms of Business shall prevent you at any time from referring any Matter to the body or bodies for the time being charged with the regulation of solicitors.

## **23.0 LAW AND JURISDICTION**

23.1 The terms on which we provide Services to you are governed by, and shall be construed in accordance with, English law. You and we each agree to submit to the exclusive jurisdiction of the English courts, provided that we may in our sole and unfettered discretion commence proceedings against you in any other Court.

## **24.0 DISCLAIMERS**

### **24.1 Tax**

24.1.1 We are not qualified to advise you on the tax implications of transactions you instruct us to carry out, or the likelihood of them arising.

### **24.2 Planning in Property Transactions**

24.2.1 We will not advise you on the planning implications of your proposed purchase, unless specifically requested to do so by you, otherwise than by reporting to you on any relevant information provided by the results of the "local search"

### **24.3 Other Property/Environmental Disclaimers**

24.3.1 It is not our responsibility to carry out a physical inspection of the property nor advise on the valuation of the property nor the suitability of your mortgage nor any other financial arrangements. We shall not advise generally on environmental liabilities where we shall assume, unless you tell us to the contrary, that you are making your own arrangements for any appropriate environmental survey or investigations.

24.3.2 We may, however, need to obtain on behalf of your lender, at your expense, an environmental search. However, we will not advise you about any issues relating to the possible contamination of any land which may be relevant to your purchase. We have to tell you that we are not qualified to advise on the results of any search made in that respect and would only be able to report to you the actual results of such a search. This is significant in respect of the potential liabilities that may arise at some future point in time as a result of land contamination or flood risk that are having increasing significance. If you have any doubts, please discuss your concerns with us.

24.3.3 If we are instructed on purchase and we are also acting for your proposed lender, we have a duty to fully reveal to your lender all relevant facts about the purchase and the mortgage. This includes any differences between your mortgage application and information we receive during the transaction and any cash back payments or discount schemes that a seller is giving to you

## **25.0 PROVISIONS RELATING TO LITIGATION AND OTHER WORK IN RELATION TO DISPUTES**

### **25.1. Introduction/General**

25.1.1 This paragraph contains further contractual provisions and important information which we are professionally obliged to give you where the Matter relates to litigation or the resolution of disputes by other means (including a non-contentious Matter which becomes contentious, or gives rise to further instructions on a contentious Matter).

25.1.2 Reference should also be made to our document "Information for clients on the handling of cases which may involve dispute resolution, including court proceedings".

### **25.2 Costs Risks**

25.2.1 In litigation matters, the Court may decide to order one party to pay the costs of the other. The Court usually orders the unsuccessful party to pay all or a part of the successful party's costs, although there is no certainty about this. The successful party usually recovers a proportion of its costs from the unsuccessful party, although there is no certainty about this. You should be aware that:-

- If you make an interim application to Court which does not succeed, you may have to pay the other side's costs, usually within two (2) weeks;
- If you lose the case, you may have to pay the other side's costs and it is not usually possible for you to withdraw

from the case without dealing with the issue of those costs;

- Costs awarded have to be proportionate to the value of the dispute and, in the ordinary course, recovered costs from the other side rarely exceeds sixty to seventy per cent (60-70%) of actual expenditure;
- You will still be liable to pay our costs in full, even if the other party fails to pay the costs awarded to you by the Court;
- Issues which the Court may take into account in assessing the costs payable or recoverable include:
  - efforts made before and during the proceedings to try to resolve the dispute, including the appropriate use of mediation and other alternative dispute resolution procedures;
  - the effects of Part 36 payments and offers of settlement;
  - the complexity and size of the Matter and the difficulty or novelty of the questions raised;
  - the skill, effort, specialised knowledge and responsibility involved;
  - the time spent; and/or
  - the place and Circumstances in which the work was done.
- if the other side is or becomes legally aided, it is highly unlikely that you will recover your costs, even if you are successful.
- If you are unsuccessful, or the Court so orders for some other reason, you may be ordered to pay the other side's costs. We will discuss with you whether the likely outcome will justify the expense/risk.

25.2.2 Again, reference should also be made to our document "Information for clients on the handling of cases which may involve dispute resolution, including court proceedings" which contains more detailed information on costs and costs risks.

### **25.3 Funding**

25.3.1 Legal expenses insurance may be included in your contracts of insurance and you should check your policies to see if you are covered. Your policy may cover your costs and/or your liability to pay the other side's costs. If you believe you are covered, please discuss this with us so that we can assist you in notifying your insurer. If you do not have legal expenses insurance, you may be able to purchase insurance to cover you in the event that you have to pay the other side's costs.

25.3.2 A conditional fee agreement is an agreement whereby we would be entitled to charge you an increased fee if you were successful, and would charge you no fee or a reduced fee if you were not successful. You might be able to take out an insurance policy to cover you in the event that you were ordered to pay the other side's costs. You would usually be able to recover this insurance premium and any sums you paid to us from the other side if you were successful. Not all Matters are suitable for this type of conditional fee arrangement but we are happy to discuss this further with you at your request.

## **25.4 Statements of Truth**

25.4.1 Under the Civil Procedure Rules, all statements of case (the term for pleadings which includes documents such as claim forms, defences and witness statements) and certain other documents, must be verified by a statement of truth, to the effect that the party putting forward the document believes the facts stated in it are true. Making a false statement of truth is potentially a contempt of Court.

25.4.2 Whilst a statement of truth can be signed by you or your legal representative, it is our policy that you should sign your own Statement of Truth.

## **25.5 Attendance at Hearings**

25.5.1 Please be aware that, under the Civil Procedures Rules, the Court can order you to attend hearings. We will discuss this with you further as your case progresses.

## **25.6 Alternative Dispute Resolution**

25.6.1 As part of the active management of a case under the Civil Procedure Rules, both the Courts and the parties in a dispute are required to consider the use of alternative dispute resolution ("ADR") if it is considered appropriate to help to resolve the dispute. ADR includes methods of dispute resolution such as mediation, adjudication and expert determination.

25.6.2 There have been occasions when the Courts have imposed costs penalties on parties who unreasonably refuse to consider ADR. I will discuss both the methods of ADR and any possible costs implication further with you if and when it becomes appropriate.

## **26.0 INSURANCE**

26.1.1 We have a legal duty to tell you about our professional indemnity insurance. We have an obligation to carry such insurance and our qualifying insurers are:

26.1.2 Chancery PI whose address is 5 Jewry Street London EC3N 2PJ. Our insurance policy number is B0621PFD019913. The insurance covers our practice carried on from our offices in England and Wales and will extend to acts or omissions wherever in the world they occur.

## **27.0 FINANCIAL SERVICES COMPENSATION SCHEME**

27.1.1 In the event of a banking failure it is unlikely that the firm would be held liable for any losses of client account money.

27.1.2 We currently hold our client account funds in Barclays Bank Plc. The £75,000 Financial Services Compensation Scheme (FSCS) limit will apply to each individual client so if you hold other personal monies yourself in the same bank as our client account, the limit remains £75,000 in total, so it may be advisable to check with



your own bank as some banks now trade under different trading names.

27.1.3 With effect from 3<sup>rd</sup> July 2015, the FSCS also provides a £1 million protection limit for temporary high balances held with a bank, building society or credit union if it fails. Further details relating to what constitutes a temporary high balance and the rules relating to the protection can be found at [www.fscs.org.uk](http://www.fscs.org.uk)

27.1.4 In the event of a bank failure we will disclose details to the FSCS

## **28.0 THE BRIBERY ACT**

28.1.1 It is our firm's policy to conduct all of our business in an honest and ethical manner. We take a zero tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships and implementing and enforcing effective systems to counter bribery. We uphold all laws relevant to countering bribery and corruption, including the Bribery Act 2010, in respect of our firm's conduct.

28.1.2 Please note that we reserve the right to not accept payment by cash but we do accept payment by cheque, credit and debit cards as well as direct payments into our bank account with prior notification and approval.

28.1.3 We trust that you will understand the need for these checks and procedures and that you will help to ensure that the information is given as quickly as possible in order not to delay your transaction.