Hardington Hogg Solicitors LLP

Terms of Business

INTRODUCTION
This document contains our standard terms of business and should be read in conjunction with the engagement letter(s) which will contain information about who will be working for you, the scope of work to be carried out and the basis of your fees. If there is any conflict between these terms and the engagement letter, the contents of the engagement letter will apply. These terms of business cannot be varied without the written agreement of a Member.

Any reference in these terms to the "firm", “we”, "us" or “our” means Hardington Hogg Solicitors LLP and not to any individual member partner or employee. The instructions you have given us create a contract for the provision of services to you. We have a duty to work for you with reasonable care and skill. Our advice and services are for your benefit only and may not be used or relied on by anyone else.

ABOUT OUR FIRM
Hardington Hogg Solicitors is the trading name of Hardington Hogg Solicitors LLP, a limited liability partnership registered in England and Wales with registration number OC401833, authorised and regulated by The Solicitors Regulation Authority (SRA) reference number 626421. A list of our members, all of whom are solicitors, is available for inspection at our registered office at;

- Hardington House, 43 Bondgate Without, Alnwick, Northumberland NE66 1PR
- DX: 67801
- T: 01665 605566
- F: 01655 605677
- W: www.hardingtonhogg.co.uk
- E: enquiries@hardingtonhogg.co.uk
- VAT registration number: 660018468

We are subject to professional rules of conduct. The Rules can be viewed at www.sra.org.uk or by writing to;
Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN. You can also contact them by calling the Solicitor’s Regulation Authority’s contact centre on 0370 606 2555, from 09.00 to 17.00, Monday to Friday.

MANAGEMENT OF YOUR CASE
Our engagement letter will inform you of the fee earner dealing with your matter, together with the name of the person who has ultimate responsibility for the conduct of your case. If for any reason you are unable to contact the fee earner please feel free to speak with a member of our support staff who shall be pleased to take a message for you.

Your Responsibilities
In order that we are able to provide the level of service we strive to achieve, you must agree to the following:

- You will provide full and accurate instructions or information necessary for dealing with your case and we will rely on the information being true, correct and complete.
- You will provide all documentation or information when requested in a timely manner throughout the conduct of the case.
- You will keep us informed about any significant changes in your circumstances.
- You will make all payments to us when requested for money on account in respect of our invoices, including disbursements, VAT or other relevant payment.

Our Responsibilities and Service Standards
We are committed to providing an efficient, high quality and cost effective service having regard to the requirements of your individual needs. In order to do this it is important that we agree in advance the nature of our relationship. This will include:

- Acting in your best interests at all times of the retainer, subject to the law and our professional obligations.
- Explanations and the provision of appropriate advice in relation to the aspects of the legal work we have been instructed to undertake, including relevant changes in the law.
- Communication of costs updates at relevant stages of the matter.
- Advice as to the likely timescale we expect the various stages of the transaction to take.
- Regular communication and updates at relevant stages of the matter. Please note however that it is our policy to treat postal communications, faxes and emails in the same way and these are normally processed on a priority basis and according to the date and time of receipt. It is our aim to respond to you as quickly as possible but, as you will appreciate, volumes of incoming correspondence do fluctuate and this can occasionally cause a delay in response.

Hours of Business
Our normal office hours are from 9:00 am to 5:00 pm Monday to Friday. In certain circumstances work may be carried out other than during usual office hours and appointments outside of those hours may be available.

Confidentiality, Privacy Notice & Data Protection
We are registered as a Data Controller with the Information Commissioner (ICO) - registration number **Z1062684.** The types of personal data that we process are listed under our registration records. All information that we hold concerning you as an individual will be held and processed by us strictly in accordance with the provisions of the Data Protection Regulations. You may raise any query that you have with regard to your confidentiality, privacy and data protection with our Data Protection Officer, who is Gillian Pierce, at the address noted above.

You also have the right to lodge a complaint with the ICO in the event that you believe we have mishandled your personal data. Please see the ICO’s website for details of their complaints handling process. https://ico.org.uk/for-the-public/

We keep information passed to us confidential and respect your right to privacy. We will keep your personal information confidential except to the extent that it is necessary to disclose it by law or to comply with a regulatory or legal process or where we need to process the information to provide a product or service that you have requested. We have procedures designed to ensure that personal data is used only by appropriately authorised and trained personnel and to safeguard such information against accidental loss or unauthorised disclosure.

If you are an individual, you have a right under the Data Protection Regulations to obtain the personal data that we hold on you. Should you have any queries concerning this right, please contact our Data Protection Officer. We will comply with your access rights without delay and within a month in any event. Providing you with access to the personal data we hold about you is free of charge although we may charge or refuse a request if it is deemed to be manifestly unfounded or excessive. If we refuse a request, we will tell you why and how you may complain about our decision.

You also have other rights as a data subject, which you can usually exercise free of charge. These are:

Rectification - the right to require us to correct any mistakes in your personal data ; To be forgotten - the right to require us to delete your personal data in certain situations; Restriction of processing - the right to require us to restrict processing of your personal data in certain circumstances; Data portability - the right to receive the personal data you provided to us, in a structured, commonly used and machine-readable format and/or transmit that data to a third party—in certain situations; To object - the right to object: —at any time to your personal data being processed for direct marketing (including profiling) and in certain other situations to our continued processing of your personal data; Not to be subject to automated individual decision making - the right not to be subject to a decision based solely on automated processing (including profiling) that produces legal effects concerning you or similarly significantly affects you.

For further information on each of those rights, including the circumstances in which they apply, please contact us or see the guidance from the UK Information Commissioner's Office (ICO) on individuals' rights under the Data Protection RegulationsWe will retain your personal data for a period in accordance with Law Society guidance and relevant legislation.

Use of your information outside the European Union: In order to provide you with requested products and services we may need to transfer your personal information to service partners based in countries outside the European Economic Area (EEA). This does not diminish your rights and the Firm will take all reasonable steps necessary to ensure that any personal information transferred outside the EEA will be treated securely and in accordance with our Privacy Policy.

We may in some cases consult credit reference agencies in order to assess your creditworthiness. If you are an individual, we require your consent before we do this. Your continuing instructions to us will constitute your consent to us carrying out such a search. Details of the credit agency we use are available on request. We will keep that information strictly confidential unless otherwise required by law or court order.

Where we act for you and your lender we have a duty to fully reveal to your lender or HM Revenue and Customs all relevant facts about your purchase, your mortgage and what makes up the purchase price. Your continuing instructions amount to your consent to us to disclose all relevant information to your lender and to HM Revenue and Customs. This includes any difference between your mortgage application and information you or we receive during the transaction including any cash back payments or discount schemes or other incentives that the seller is providing or allowing or giving to you.

You must disclose all information which may affect your liability for stamp duty land tax or other stamp duty (duty) as we can then ensure you pay the correct duty. If you fail to disclose all information (and if in doubt please disclose it as it can be discounted if it is not relevant) you must accept full liability for any penalties or action or other proceedings that any authority may take against you for failing to disclose information which resulted in a duty or greater liability to pay such duty.

Where you provide us with fax or computer network addresses for sending material to, we will assume, unless you tell us otherwise, that your arrangements are sufficiently secure and confidential to protect your interests.

The Internet is not secure and there are risks if you send sensitive information in this manner or you ask us to do so. Data we send by email is not routinely encrypted, so please tell us if you do not want us to use email as a form of communication with you or if you require data to be encrypted. We will take reasonable steps to protect the integrity of our computer systems by screening for viruses on email sent or received. We expect you to do the same for your computer systems.

The Firm may become subject to periodic checks by Law Society approved Consultants and/or Assessors. This could mean that your file is selected for checking, in which case we would need your consent for the checking to occur. All such checks are conducted by individuals who have provided the Firm with a Confidentiality Agreement. Your acceptance of these Terms of Business amounts to your consent to make your file available for checking. If you do not want us to make your file available for checking you must notify us and we will mark your file accordingly. If you refuse to give us consent to checks, your refusal will not affect the way your case is handled in any way.

We may correspond with you by email unless you advise us in writing that you do not wish us to do so. You acknowledge that email may not be secure. Email will be treated as written correspondence and we are entitled to assume that the purported sender of an email is the actual sender and that any express or implied approval or authority referred to in an email has been validly given. You consent to us monitoring and reading any email correspondence travelling between you and any mail recipient at the Firm.

We will aim to communicate with you by such method as you request. More often than not this will be in writing, but may be by telephone if it is appropriate. We may need to virus check disks or e-mails, but unless you withdraw consent we may communicate with others when appropriate by e-mail or fax but we cannot be responsible for the security of correspondence and documents sent by e-mail or fax.

Conflicts

Under legal and professional rules we may have to stop acting for you if there is a conflict between your interests and those of another client, or between our interests and your interests. Subject to compliance with the professional rules that regulate our conduct as lawyers, we cannot be prevented or restricted by reason of our relationship with you from advising other clients, including clients whose interests might now or in the future be contrary to your own.

Referrals to Third Parties

During the conduct of your case we may recommend the use of another firm, professional agency or business and in such circumstances we will do so in good faith and always ensure we act in your best interests. Please note however that we will not be responsible or liable to you for any advice or assistance you may be given by any 3rd party firm, professional agency or business we recommend. You should also be aware that if the

3rd party firm, professional agency or business is not authorised and regulated by the Solicitors Regulation Authority (SRA) you will not be entitled to the protections of the SRA Code of Conduct, the SRA Indemnity Insurance Rules or the SRA Compensation Fund.

Referrals from Third Parties
Where we have entered into an agreement to pay a fee to a 3rd party for referring your case to us, any such fee will be payable by us and not by you and therefore will not affect the overall charges or expenses you have agreed to pay for the work we will do for you. The referral agreement we have entered into with the 3rd party will in no way compromise our professional judgement or our independence in relation to the legal advice, assistance and/or representation we will give to you, and you are free to raise questions on all aspects of this matter. Information provided by you to us will not be disclosed to the 3rd party without your consent. In the unlikely event that a conflict of interest does arise we will notify you immediately and we may be obliged to cease acting for you.

FEES AND EXPENSES
At the outset of a matter we will agree the basis on which we will charge you, and the engagement letter will set out arrangements concerning our fees and expenses.

Hourly rates
Our fees are calculated mainly by the time spent on the matter and can also take into account the speed in which we are asked to carry out the work and its complexity. Please note additional costs over and above quoted hourly rates may be applicable for work undertaken outside normal office hours, or required to be carried out at short notice. The charges are broken down into units of 6 minutes with routine written communications and telephone calls charged at 1 unit each. These charges do not include VAT, which will be added to the bill at the prevailing rate at the time of the invoice as opposed to at the time of any quote or estimate. We keep a detailed record of this time. Hourly rates are reviewed every January and June and may be revised at other times. We will tell you of any changes to our hourly rates.

Private Hourly Charging Rates:

- Members / Solicitors with over 8 years' experience after qualification: **£270.00**
- Solicitors with over 4 years' experience after qualification: **£240.00**
- Other Solicitors / Legal Executives / Paralegals of equivalent experience: **£210.00**

Fixed Fee and Advice Only work
In some cases it may be possible to negotiate a fixed fee. This means that we will quote you a fee for the work we have agreed to do for you and we will not be able to charge you more than that amount without your agreement. Where this occurs, we will confirm in writing both the fixed fee and exactly what we will do for that fee.

Timescale and cost estimates
It is not always possible to tell at the outset how long a matter will take and what the overall cost is likely to be. If this is the case we will explain the reasons for this and give as much information as we are able, with regular updates as the matter progresses.

In all other cases we will provide an estimated time scale for the various aspects of your matter and an estimated total fee for the work you have instructed us to complete in our engagement letter. The estimated charges are based on the work which we have been instructed to undertake. If you ask us to undertake further work, additional charges will apply commensurate with the additional work to be carried out. We shall endeavour to provide an estimate of any additional charges at the appropriate time.

If you wish, we can set an upper limit on the costs which you may incur, which we shall not exceed without contacting you. You must specifically advise us of this, if this is what you require. In certain circumstances we may agree to act on your behalf on the basis of a fixed fee and, if this is the case, you will be told at the outset and the fee will be confirmed in the engagement letter.

Payments on account
We will deliver interim invoices to you at agreed intervals, for the work carried out during the conduct of the case. It is essential that payment is made promptly. Money paid in advance will be credited to our client account and will be applied to pay disbursements, as they are incurred, and for payment of our bills.

Expenses
All disbursements which we incur on your behalf will be payable by you in addition to our fees. A disbursement is an additional expense which is payable to a third party, such as; a Court fee, a Barristers fee, Land Registry fees and experts or agents charges and travel expenses. We also charge for the cost of international telephone calls. Postage charges which arise during the normal conduct of your case for routine letters to you and third parties are included in our hourly rate. However we may charge separately for items sent abroad, those sent by special delivery or for larger items (e.g. packages or parcels). We may also charge you for photocopying, scanning and creating certain documents at a rate of £0.10 for each page and £0.50 per copy depending on size and colour, or at cost price if outsourced.

Other than nominal expenses, we will request you to place us in funds before any disbursements are incurred.

In the event that requests for payments on account are not met or an interim or final invoice remains outstanding, you will be charged interest on the bills at the rate payable on judgement debts from the date of the bill until payment of the sum due. Interest will be chargeable on a daily basis.

In addition we may be obliged to cease acting for you in this, and any other matter upon which you have instructed us and we may also retain any papers or documents relating to the matter(s), until payment has been made.

We are able to offer the facility for payment by credit or debit card however this facility may attract a service charge. If this is the case you will be notified at the time of payment.

Should this matter not be carried through to completion, then a charge will be made in respect of the work which has been carried out in accordance with the applicable hourly rate. VAT is payable on that amount and you will also be billed for any disbursements or expenses incurred.

Contested matters – other parties charges
We will discuss with you whether your charges and expenses might be paid by another person. Even if you are successful, the other party is very unlikely to be ordered to pay all your costs and expenses, usually it will be only a proportion and you will have to pay the balance of our charges and expenses. In "small claims" cases you will not recover more than a nominal amount and in Employment Tribunal cases or in any claim

where your opponent has Legal Aid funding, you may recover nothing at all.

If you are successful and the court orders the other party to pay some or all of our charges and expenses, interest may by 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 payment of the charges and expenses of seeking to recover any charges and expenses the court orders the other party to pay.

In some circumstances, the court may order you to pay the other party's legal charges and expenses; for example if you lose the case or lose on certain issues. In addition, the court has the power to assess costs and make orders for immediate payment during the course of a case. Such summary assessment may take place following any hearing, and will usually be made against the losing party at that hearing.

Any money ordered or assessed by the court to be paid will in these circumstances be a liability payable by you in addition to our charges and expenses and in the case of summary assessment costs, within 14 days of making of the order. We will discuss with you whether our charges and expenses and your liability for another party's charges and expenses may be covered by insurance, and, if not, whether it would be advisable for you to have insurance to meet the other party's charges and expenses.

You remain responsible for our charges, even if a third party has agreed to pay your legal costs and regardless of any Costs Order made by a Court or against an opponent (if any).

Alternative methods of funding

We will discuss with you at the outset whether you have an alternative way of paying our costs where you are or might be involved in a dispute.

Another body (such as your employer or trade union) could be responsible for your costs. It is also possible that you hold a legal expenses insurance policy that covers our costs (sometimes household contents, car or other insurance policies, include legal expenses). This is important because if you do have such an alternative, it may affect the recovery of costs from your opponent. You should tell the lawyer supervising the matter if you think you may have such an arrangement. If another body does pay your costs then, with your consent, we may have to tell that body about your dispute.

Please note however that this firm no longer has a contract with the Legal Aid Agency and therefore we are unable to provide publicly funded legal services.

Client Satisfaction

We are committed to providing high quality legal advice and client care. If you are unhappy about any aspect of the service you have received or about the bill, please take advantage of our review procedure and refer the matter to the fee earner. Their first step will be to fully discuss with you the matter which is troubling you or causing you concern. He or she will attempt to deal with your concerns and provide you with a full explanation of the position within an agreed timescale. We hope you will never have to make use of our review procedure but please be aware of its existence as it is intended to be of assistance to you and is an important part of our service.

If you remain unhappy, please contact our designated complaints person, Gillian Pierce, at our Alnwick office. She is responsible for dealing with complaints and will be happy to discuss the matter with you. At any stage you may request a copy of our Complaints Procedure. We will investigate your complaint promptly and carefully and do what we reasonably can to resolve the difficulties. In the unusual event that we are unable to resolve the matter to your satisfaction you may take the matter up with the Legal Ombudsman.

The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern. You must also refer your concerns to the Legal Ombudsman within six months of our final decision to you. If your complaint does not meet all of these time limits LeO may not be able to investigate it.

The contact details for the Legal Ombudsman are:-
Address: PO Box 6167, Slough, SL1 0EH
Tel No: 0300 555 0333
Website: www.legalombudsman.org.uk
Email: enquiries@legalombudsman.org.uk

Some clients may not have the right to complain to the Legal Ombudsman, for example:

- most businesses (unless they are defined as micro enterprises)
- charities or clubs with an annual income of more £1m, or
- trustees of a trust with asset value of more than £1m

Further details' concerning who is entitled to complain appears in our complaints handling procedure and on the Legal Ombudsman website.

Where you believe that an invoice has been issued that is either unfair or incorrect you are entitled to make a complaint. We will always seek to rectify such an issue to your reasonable satisfaction. Where this cannot be achieved you may be entitled 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. However, if all or part of the bill remains unpaid the firm may be entitled to charge interest.

ANTI MONEY LAUNDERING

Identity Checks

We shall inform you in our Client Care Letter whether the Anti-Money Laundering Legislation applies to you.

All solicitors are obliged to carry out customer due diligence ("CDD") in accordance with the UK anti-money laundering and counter-terrorist financing regime. This includes us obtaining and keeping documentary evidence of the identity of clients and gaining an understanding of their financial status and normal business affairs.

In the case of individuals (including Directors, Secretaries and Share Holders of a Company or Members of a Limited Liability Partnership), we require to see and keep a photocopy of a Passport, Photo Driving Licence, or National Identity Card (or similar document) as evidence of your identity and a recent utility or council tax bill (or similar type of document) as additional evidence of your address. We need to see original

documents and will discuss with you acceptable documents and methods of certification if the original is not available. Any personal data received from you will be processed only for the purposes of preventing money laundering or terrorist financing, or as permitted under the Data Protection Regulations. In some circumstances we may use online identity checking services to verify your identity.

For all companies we will carry out a search of Companies House (or similar registry in foreign jurisdictions) and may ask for further information.

For non-listed companies and other organisations, we will also require the evidence for individuals for one or more Directors, Company Secretaries, Shareholders, Partners or other persons authorised to represent the organisation.
For other legal entities we will inform you of the evidence required to confirm identity.

Disclosure to the Authorities etc.

We are in certain circumstances obliged under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and Proceeds of Crime Act 2002 ('POCA') as amended by the Serious Organised Crime and Police Act 2005 ('SOCPA') to make a report to the National Crime Agency ('NCA') where we are suspicious that any matter or transaction in which we are instructed involves the proceeds of criminal conduct. We may be prohibited by law from informing you or anyone else when such a report has been made, and it is possible that we may not be allowed to proceed with the transaction or matter concerned until NCA gives us permission to do so. We may not be permitted to tell you anything about any of these circumstances should they occur.

If any term or provision of these terms of business or our Client Care Letter is inconsistent with complying with our legal obligations under Anti-Money Laundering Legislation, our legal obligations will override the inconsistent term which shall be deemed modified accordingly.

Unless special arrangements have been agreed with us in writing and subject always to our absolute discretion, our Money Laundering policy states that we will not accept cash payments to the value of more than **£250.00 i**n full or partial settlement of our invoices or accept cash payments in excess of £250.00 into our client account.

Financial Services

The Law Society is the designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation has been delegated to the Solicitors Regulation Authority (the independent regulatory body of the Law Society), and responsibility for handling complaints has been delegated to the Legal Ombudsman. The contact details for the Solicitors Regulation Authority can be found earlier in this document.

The limited regulated activities that we carry out are issuing certain insurance policies, such as defective title insurance and other property indemnity insurance (such as breach of covenant, absence of easement, lack of planning permission, unknown rights and covenants policies).

We are 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 distribution 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: ££85

Any insurance policy arranged by us on your behalf, shall, in our opinion, be adequate to meet your needs, however we would advise you that we do not recommend any policy over and above any other and that it is your responsibility to check that you are satisfied with the excess levels, exclusions, limitations and other policy terms. We do not conduct a fair analysis of the insurance market prior to arranging insurance policies. We do not have any voting rights or capital invested in any of the insurers we may introduce you to. You can request details of the insurance undertakings with which we conduct business at any time.

You hereby agree to provide us with details of any relevant existing insurance policies you may have and you agree that we shall not be liable to you for any losses you sustain as a result of your failure to provide us with such details.

PAPERS HELD BY US
When a matter has been completed and all fees paid, we will return to you, at your request, any documents you have provided in connection with that matter and any other papers to which you are entitled. We cannot promise to retain files for a specific period of time, but will generally keep them for at least six years in accordance with Law Society guidelines and relevant legislation, and reserve the right to dispose of them after that time.

We may be required to disclose documents or to give information orally or in writing about a matter or your affairs, under a court order, notice or demand served by a body or person with the authority to make us do so. If any documents or information are subject to legal professional privilege (and thus confidential), we will let you know and tell you that you have the opportunity to waive privilege. If you decide not to waive privilege and this is challenged, you must pay us the costs we incur in preserving privilege for you.

We retain all copyright in relation to any documents produced by us whilst acting on your behalf, unless otherwise agreed. If a third party has prepared documents for you on our instructions, and you own the copyright in or have a licence to use these documents, we may store the documents in any format for future reference by our lawyers.

Original documents such as Wills and Deeds may be deposited with us for safekeeping. We do not usually make a charge for this service. We will not destroy or release those documents without your express authority.

We will not charge for retrieving papers or documents from storage in relation to continuing or new instructions for us to act on your behalf, however, in other circumstances we may make a charge based on time spent producing stored papers or documents to you or to another at your request. We may also charge for reviewing papers in order to comply with your instructions on storage or for other purposes.

LIMITED LIABILITY
In accordance with the SRA Indemnity Rules 2011 we maintain professional indemnity insurance with Qualifying Insurers. Details of our insurers and the scope of cover can be obtained from our registered office (see above).

Our liability to you for breach of your instructions shall be limited to £3,000,000.00, unless we expressly state a higher amount in our engagement letter.

There is no contract between you and any individual member, employee or consultant of the firm. Any advice given to you, or any other work done for you, by one of our members, employees or consultants is given or done by that person on our behalf and not in his or her individual capacity. No such person assumes any personal responsibility to you for the advice or work.

You agree that if, as a matter of law, any of our members, employees or consultants would otherwise owe you a duty of care that duty is excluded from our contract with you. You agree that you will not bring any claim against any individual member, employee or consultants for any matter arising from the services provided to you. Accordingly, any claim you wish to make can only be made against Hardington Hogg Solicitors LLP.

You also agree that in the services we will provide to you, including in particular those described in any engagement letter we send you at the start of a matter, our total liability at law to you for losses will not exceed any amount stated above or referred to in the engagement letter. Also excluded is any consequential or indirect loss, whether or not it might have been foreseeable at the start of the matter.

If we are acting for more than one person, the limit of liability will have to be allocated among you. If the engagement letter does not expressly set out each person's share, that allocation will be a matter entirely for you. If for whatever reason you do not agree on an allocation, then you agree not to dispute the limit of liability on the grounds that no such allocation was agreed.

Our liability to you will also be limited to that proportion of the loss or damage (including interest and costs) that you have suffered and that a court has ordered against us after taking account of how far any other person responsible or liable to you for the loss or damage has contributed to it. In assessing anyone else's contribution, we will ignore any limit imposed on their liability by any agreement made before the loss or damage occurred.

The limitations and exclusions on liability in this section will not apply to any liability for death or personal injury caused by our negligence or for any other liability that cannot lawfully be excluded or limited.

TERMINATION OF INSTRUCTIONS

You may terminate this agreement and your instruction to us in writing at any time. You will be responsible for any fees and expenses arising from our ceasing to act for you or the transfer of the work to another adviser of your choice. We may keep all your papers and documents while there is still money owed to us for fees and expenses.

Once instructed, we will normally continue to act for you until the matter is concluded. If circumstances arise where it is appropriate for us to end this agreement, we will do so only where reasonable written notice is given and for good reason. You will be responsible for our fees and expenses up to the date your instructions end.

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:

If we have not met you either in person (because, for example, instructions and signing of the contract documentation is taking place by telephone/mail, email or online, which is a “distance” contract) or we have taken instructions and a contract has been concluded away from our business premises (because, for example, we have met with you at home, hospital or police station, which is an “off premises” contract), you have the right to cancel this contract within 14 calendar days of entering into the contract, without giving any reason. The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract.

To exercise your right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email). To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Should you require the work to be commenced within the 14 calendar day cancellation period, you must provide your agreement to that in writing, by email, post or fax. Unless you do so we will not be able to commence work until after the period has expired. However by signing and returning the accompanying **CLIENT DECLARATION** and/or our terms and conditions of business and/or our engagement letter you are providing your agreement in writing to enable us to commence work within the 14 calendar day cancellation period. Where you have provided your consent for work to commence within the 14 calendar day cancellation period and you later exercise your right to cancel, you will be liable for any costs, VAT and disbursements incurred up to the point of cancellation. If the service has been provided within the cancellation period, you will lose your right to cancel the contract.

CLIENT MONEY, INTEREST AND ACCOUNTING TO YOU.

In the course of dealing with a client’s affairs, we will hold money on a client’s behalf, received from either you or a third party (perhaps a Bank or Building Society). For our clients' protection all client money is kept in a client account that is separate from the firm’s own monies. Occasionally and at our discretion those monies may be held in separate designated deposit accounts.

Any account we utilise will comply with the requirements under the SRA Accounts Rules (SAR). Currently we deposit moneys at our discretion with Lloyds Banking Group PLC (which includes HBOS) and Bank of Scotland. We do not deposit monies with any bank registered offshore.

In the event of any bank with which we deposit money failing to repay money it holds this firm will not be liable for that loss. However you may be protected under the Financial Services Compensation Scheme (FSCS) subject to its limits (currently £120,000 for each person). The FSCS limit applies to the individual client, and so if a client holds other personal monies in the same bank as this firm the limit applies to all funds held in the client name. Please be aware that some institutions have several brands, (i.e. where the same institution is trading under different names.) You should check either with your bank, the FCA or a financial adviser for more information.

When considering whether to pay interest on funds we hold on your behalf we have adopted a policy which ensures you are treated fairly and in accordance with the SRA Accounts Rules. Any money received from you or on your behalf will normally be held in our general client account. You agree that you will not be paid interest on the amount we hold unless the accumulated interest exceeds the sum of £50.00 (subject to certain conditions – details of which are available in our Client Money

Policy, a copy is available on request). The rate of interest will not be a commercial rate of interest as the payable rates on solicitors' client accounts are generally low. The rate payable will be the Bank of England base rate, or the actual rate of interest on our general client account, whichever is the lower. If, and at our discretion, monies are paid in to a separate designated deposit account in your name, we will account to you for all interest accrued during the period retained.

Please note that from 6 April 2016 all banks and building societies will pay interest to us on our general client account, or on any deposit account we open in your name, 'gross'. This means they will not automatically take 20% in income tax from the interest earned on these accounts. Therefore when we pay interest to you this will also be paid 'gross'. Where you owe tax on interest you receive you be required to settle this directly with HM Revenue & Customs (HMRC). For more information, for example, what to do if you've more than £1,000 of interest, go to: www.gov.uk/hmrc/savingsallowance.

If we are holding any of your monies at the end of a matter we will send them to you. This will generally be in the form of a cheque. If you do not present the cheque for clearing within six months of the date we send it to you, we will cancel the cheque. We will advise you of this in writing and arrange to re-issue. If a further six months elapses and the subsequent cheque has not been presented for clearing and we do not receive, or are unable to obtain, instructions from you on what to do with the monies; if the amount if £500 or less, we will consider whether it is appropriate to account the funds to a registered charity of our choice. In most cases we will seek an indemnity from the charity. If the amount is more than £500, we will discuss with the Solicitors Regulation Authority what to do with the monies.

DIVERSITY AND EQUALITY

Our firm is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees, and adopts an Equality and Diversity Policy, a copy of which is available on request. If you have any specific requirements which may affect the way in which we provide our services to you please discuss these with us.

APPLICABLE LAW

Our relationship with you will be governed by English law and will be subject to the exclusive jurisdiction of the courts of England and Wales. However, we may bring legal proceedings in any other jurisdiction, including the jurisdiction where you are domiciled or based, to recover fees or other sums payable to us.

RIGHTS OF THIRD PARTIES

For the purpose of the Contracts (Rights of Third Parties) Act 1999, we agree that no term of this agreement with you is enforceable by a third party, except that the members, consultants and employees of the firm may enforce the limitations and exclusions in the section above headed: "LIMITED LIABILITY".

AGREEMENT

Unless otherwise agreed, and subject to the then applicable charge rates, these Terms and Conditions of Business will apply to any future instructions given by you to us.

As confirmation that you would like us to proceed on this basis, we should be grateful if you would sign the extra copy of these terms of business enclosed and return it to us with a signed copy of the client engagement letter and CLIENT DECLARATION. Subject to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (see above) your continuing instructions will however amount to acceptance of these terms and conditions of business and the basis upon which we will act for you.

Please note that you will be written to under separate cover in relation to our specific advice, the steps we will take in relation to your matter and the findings or our conclusions in your case.

I confirm that I have read and understood, and I accept these Terms of Business

.....

Your signature **Dated:**

.....

Your signature **Ref:**