

TERMS AND CONDITIONS OF BUSINESS

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TERMS AND CONDITIONS OF BUSINESS

1. OUR AIM

We aim to give our clients top quality legal advice, assistance and representation, whilst providing a personal and bespoke service, at a fair cost.

2. OUR COMMITMENT TO YOU

We will:

- (a) represent your interests and keep your matters confidential so far as is permitted by law;
- (b) explain to you by telephone or in writing the legal work which may be required as your matter progresses, and the prospects of a successful outcome;
- (c) endeavour to ensure that you understand the likely degree of financial risk that you will be taking on;
- (d) refer you to appropriate specialists in respect of matters such as tax advice, but only if you specifically ask us to do so;
- (e) keep you regularly informed of progress or, if there is none, when you are next likely to hear from us;
- (f) try to avoid using technical and legal language (please tell us if we fail in this aim!); and
- (g) deal with your queries promptly and endeavour to return telephone calls received during office hours on the same day.
- (h) advise you of changes in the law that may be relevant to your matters.

Our Service Levels

- (a) This Firm is Lexcel accredited and is maintaining the Lexcel quality standard of the Law Society. As such, I expect my Firm to provide you with a high quality, pro-active and responsible level of service. Unless otherwise agreed, we will generally keep you updated with progress and advice in your matter in writing on a regular basis. In addition:
 - we will review your matter regularly;
 - we will update you by telephone or in writing with progress on your matter regularly and following agreed events;
 - we will communicate with you in plain language;
 - we will advise you of any changes in the law;
 - we will explain to you by telephone or in writing the legal work required as your matter progresses;
 - we will update you on the cost of your matter monthly and upon appropriate or agreed or exceptional events;
 - we will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances;

- we will update you on the likely timescales for each stage of this matter and any important changes in those estimates;
 - we will continue to review whether there are alternative methods by which your matter can be funded; and
 - we will advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter.
- (b) We endeavour to take a collaborative approach with you in respect of the level of service that we provide. In that regard, at appropriate points throughout the course of your matter we hope to discuss the above points with you in order to determine what you want from us, and how we can adapt our approach to ensure that we provide a level of service that you want.

Your Responsibilities

- (a) You will:
- provide us with clear accurate and timely instructions;
 - provide all documentation required to complete any transaction in a timely manner; and
 - safeguard any documents that are likely to be required for discovery.
- (b) If you are entering into a commercial or property or other transaction where you are borrowing money, you have duties of openness towards that lender. If we are also asked to act for that lender we will have similar duties towards that third party and you agree by signing the Client Care Letter that any duty of confidentiality we have towards you is limited by acting for the lender and we would refer you to paragraph 16 of these Terms and Conditions.
- (c) Further responsibilities to us are set out in the leaflet entitled “Information for clients on the handling of cases which may involve Court proceedings”.

3. OUR HOURS OF BUSINESS

Our usual office opening hours are between 9.30 am and 5.30 pm on weekdays. Where essential, arrangements can be made for you to contact the person dealing with the matter by way of mobile phone. Appointments can be arranged at other times when this is essential.

4. PEOPLE RESPONSIBLE FOR YOUR WORK

- (a) As part of our approach to pricing, we will advise you on who we consider are the most appropriate fee earners to assign to your matter. Such fee earners will be responsible for dealing with your matter on a day-to-day basis.
- (b) We will try to avoid changing the people who handle your work but if this cannot be avoided, we will tell you promptly of any change and why it may be necessary. Where a fee earner assigned to your matter is unavailable, an appropriate alternative fee earner will be assigned to your matter until such a point as the designated fee earner becomes available again.
- (c) In the absence of an agreement on which fee earner to assign to your matter, we reserve the right to assign your matter to a fee earner of our choice at our sole discretion.

(d) The director of this Firm with final responsibility is Nicholas Woolf.

5. CHARGES AND EXPENSES

- (a) Where we, in our absolute discretion, consider it appropriate, and at any stage throughout the course of our retainer, we will send to you a schedule setting out the pricing option(s) and charges that we propose to apply to your matter. Upon acceptance by you of a pricing option proposed by us, whether in writing or otherwise, we will charge you for work done and expenses incurred on the basis of that pricing option. You will be bound to pay all invoices raised in accordance with these Terms and Conditions.
- (b) Unless and until you agree to any pricing option produced by us, you agree to be charged for work done and expenses incurred in accordance with paragraphs 5(c) – 5(l) below.
- (c) Our charges will be calculated mainly by reference to the time actually spent by the solicitors and other staff in respect of any work, which they do on your behalf, rounded up to the nearest 6 minute unit. This will include dealings with you and others, reading, considering, preparing and generally working on papers, correspondence (including fax and e-mail) making and receiving telephone calls, preparation of any details of cost calculations and time spent travelling away from the office when this is required.
- (d) Drafting and reviewing letters, faxes and e-mails, and making and taking telephone calls, are charged at 6 minute units of time.
- (e) The current minimum hourly rates are as set out below. We will add VAT to these at the rate which applies when the work is done.

NICHOLAS WOOLF

Solicitor/Director/Principal **£425 per hour**

STEPHANIE WICKENDEN

Independent Barrister/Consultant **£325 per hour**

ANY PARALEGAL **£150 per hour**

- (f) The above hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. Normally, the rates are reviewed with effect from 1 January in each year. However, we reserve the right to review our rates at any time during the calendar year. If a review is carried out before this matter has been concluded, we will inform you of any variation in the rate before it takes effect and you will be bound by them. If you do not accept the new rates after the review we reserve the right to terminate this contract in accordance with paragraph 13 of these Terms and Conditions.
- (g) In commercial, company, property transactions, in the administration of Estates, and/or in cases involving working out of hours, expedition or particular complexity or requiring specialist expertise, additional charges may be made to those calculated on the basis of time spent. This may mean an enhanced or additional rate is charged. This may reflect a percentage price of the property, the value of the Estate or other financial benefit. This value element reflects the importance of the transaction and the consequent responsibility falling on the Firm. Where a value element is added, we will be happy to explain the calculation to you. In cases relating to administration of Estates, the additional charge is 1% of the gross value of the Estate (excluding the deceased's residence) and a further $\frac{3}{4}$ of 1% of the value of the deceased's residence.

The charge of 1% increases to 1½% where a member of this Firm is also an Executor of the Estate. In cases involving out of hours working, expedition, particular complexity or requiring specialist expertise, additional time charges may be levied. In such matters we will, where possible and practicable, attempt to inform you prior to incurring such charge the additional rate to be levied.

- (h) Solicitors have to pay out various expenses on behalf of clients including Local Authority Searches, Company Searches, Home Information Packs, Stamp Duty Land Tax, Land Registry fees, Probate Registry fees, Court fees, Experts fees and so on. We have no obligation to make such payments unless you have provided us with funds on account for that purpose. VAT is payable on certain expenses. We shall refer to such payments generally as "disbursements". In particular we will require a payment in advance from you in respect of any search fees payable on your transactions.
- (i) In addition to our hourly rates and disbursements we may also charge you for other services that we perform such as photocopying and faxes which may be charged to you at 25p per sheet plus VAT, and arranging telegraphic transfers for which we may charge you in addition to any cost ("disbursement") to us from any bank. All such charges will clearly be set out in bills sent to you and where practicable we will provide you with an estimate in advance.
- (j) We will, where appropriate and practicable, provide you with estimates of our charges and disbursements in a separate letter or letters. Any costs estimate we give at any time is a guide to assist you in budgeting. It is not intended to be fixed unless that is specifically agreed in writing.
- (k) Any fixed fee, capped fee or other fee arrangement we agree with you, or any costs estimate we give you, is based on the scope of the work anticipated and our assumptions about the matter at the time it is agreed or given. If the scope of the work changes or the assumptions change it will no longer apply. In that case we will discuss a revised pricing strategy, fee arrangement or estimate with you.
- (l) If for any reason the matter does not proceed we shall be entitled to charge you for work done and expenses incurred.

6. PAYMENT ARRANGEMENTS

- (a) We reserve the right to submit interim bills at such times as we deem appropriate.
- (b) In the administration of Estates, we will normally submit interim bills at regular stages during the transaction, generally starting with the obtaining of a Grant. The final account will be prepared when the Estate accounts are ready for approval.
- (c) In other cases or transactions we will bill you monthly and/or at other times which we believe to be appropriate given the circumstances of the matter. It is normal practice to ask clients to pay sums of money from time to time on account of charges and expenses which are expected in the following weeks or months. We find that this helps clients in budgeting for costs as well as keeping them informed of the legal expenses which are being incurred. If such requests are not met with prompt payment, delay in the progress of a case may result. In the unlikely event of any bill or request for payment not being met, this Firm reserves the right to stop acting for you further.
- (d) If all or any part of any bill is not paid within one month after the date of the delivery of that bill, interest will be charged. The rate of interest will be in accordance with Article 5 of the Solicitors Non-Contentious Business Remuneration of 2009 Order (or any amendment of that provision) and will be the rate payable on judgment debts.

- (e) All bills sent (even if they are referred to as interim bills) will be final bills (known as Statute bills) for the period that they cover or part of the task to which they apply, unless the bill is marked "on account of costs".
- (f) A Statute bill is a final self-contained bill of costs to the date of the bill in respect of all the work carried out by us for you for the period covered by and/or stated in/on the bill. It cannot generally be increased by us. It complies with the requirements of the Solicitors Act 1974. It allows you, as the client, to apply for an Order for an assessment of the bill under the Solicitors Act 1974 within the time limits allowed for an assessment under Section 70 of the Solicitors Act 1974. It also allows us to sue you on any such bill, if the bill or any part of the bill remains unpaid, usually after one month from the date of the delivery of the bill.
- (g) All such Statute bills will, unless otherwise requested under Section 64 of the Solicitors Act 1974, be a gross sum bill. They will therefore contain a summary of the work done by us for you during the period covered by and/or stated in/on the bill. Under Section 64 of the Solicitors Act 1974, you are entitled, before the expiration of three months from the date on which the bill was delivered to you, and unless proceedings have been issued by us against you in respect of any unpaid costs set out in such bill, to require us to deliver to you a new bill setting out in detail the work done by us for you during the period covered by and/or stated in/on the bill. Upon such requirement being made, the original gross sum bill will be of no effect. If proceedings have been issued by us against you in respect of any unpaid costs set out in a gross sum bill, you are entitled, before the expiration of one month from the service of those proceedings upon you, to make a request to the court for an assessment of such bill.
- (h) A bill on account of costs is merely a request for a payment on account of costs. It is not a final quantification of all of the work included in the bill. It is generally the minimum amount of charges to the date of the bill and it may be increased by us. It does not allow you as the client to obtain an order for it to be assessed under the Solicitors Act 1974. It cannot be sued on by us if it or any part of it remains unpaid.
- (i) You by signing the client care letter you give your irredeemable authority to transfer any monies held by us on client account to pay outstanding costs and/or disbursements due to this Firm at any time in priority to anything else for which that money may have been held and in priority to any other instruction in connection with the monies held and for whatever purpose it was held.
- (j) We shall be happy to discuss any method of payment of our charges and disbursements. We accept all usual methods of payment.

7. FUNDING OF COSTS AND DISBURSEMENTS

- (a) In matters involving disputes there are a number of ways of funding costs as are set out in the information leaflet referred to in our Client Care Letter. Common methods of funding are Community Legal Service Funding, commonly known as legal aid, and conditional fee arrangements with lawyers, contingency fee agreements, or damages based agreements. This Firm does not hold a Community Legal Service Funding franchise and does not take on Community Legal Service Funding work. If you believe you are entitled to Community Legal Service Funding and you require to be funded by that method you should inform us and we will stop acting for you. You will need to approach a firm of solicitors who can provide such a service. This Firm does not enter into conditional fee or contingency fee or damages based arrangements, although they may be available to you elsewhere.

- (b) There are other methods of funding litigation by third parties. The most common of these is through a Trade Union, family or an employer. Another method is through insurance. There are generally two types of insurance in respect of litigation: pre-action insurance and after the event policies. In respect of pre-action insurance it is your responsibility to inform us as to whether you are covered by such insurance which could, for example, form part of your home contents or car insurance policy, or through a credit card, or professional indemnity insurance or directors and officers insurance or as an individual policy. After the event policies are entered into once the event that is the subject of prospective litigation has taken place, and may help to cover the cost of litigation and would need to be purchased by you. The terms of the policies and what they cover vary. We will also endeavour to advise you if we believe you may be eligible for alternative litigation funding from a specialist litigation funder, though you must appreciate that it may not always be possible to do so and must rely on your own research in that regard.
- (c) Further information regarding legal expenses insurance, including after the event policies, is contained in the document "Information for Clients on the handling of cases which may involve Court proceedings" which we advise you to read.

8. OTHER PARTIES' CHARGES AND EXPENSES

- (a) In some cases and transactions a client may be entitled to payment of costs by some other person. It is important that you understand that in such circumstances the other person may not be required to pay all of the charges and expenses which you incur with us. It is also important that you understand that in any event you are liable to pay all our charges and expenses and any amounts which are recovered from a third party will be accounted for by us to you. If the other party is in receipt of Community Legal Service Funding, (Legal Aid), no costs are likely to be recovered.
- (b) The other person will not be liable to pay the VAT element of your costs if you are able to recover the VAT yourself.
- (c) If you are successful and a Court orders another party to pay some or all of your costs and expenses, it may be possible to claim interest on them from the other party from the date of the Court Order. We will account to you for any such interest received to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of that interest.
- (d) You will also be responsible for prior payment of our charges and expenses if you are seeking to recover any costs that the Court orders the other party to pay to you.
- (e) If you are successful and the Court orders another party to pay some or all of your costs and expenses you may not recover those costs and expenses if that party does not have the ability or available assets to pay you. Even if that party does have the ability to pay you, in the vast majority of cases you will not recover all the costs that you have incurred with this Firm but only a proportion of them. The proportion that may expect to recover may be determined by the Court if the costs are to be assessed by the Court or by agreement. You will remain fully responsible for any shortfall.
- (f) A client who is unsuccessful in a Court case may be ordered to pay the other party's legal charges and expenses. Such orders often referred to as "pay as you go orders" are generally payable within 14 days of the order being made by the Court. It is possible that a Court may make the period for payment shorter even immediate. That money is payable in addition to our charges. It may be possible in some cases for arrangements to be made to take out insurance to cover liability of such legal expenses. Please discuss this with us if you are interested in this possibility.

9. JOINT CLIENTS

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

10. INTEREST ON UNPAID BILLS AND OTHER PAYMENTS

- (a) Any money received on your behalf will be held in our Client Account. Subject to minimum amounts and periods of time set out in the Solicitors Accounts Rules 1998, interest will be calculated and paid to you at the rate from time to time payable on Coutts Bank designated Client Accounts. The period for which interest will be paid will normally be the date or dates on which cleared funds are credited to our account until the date of issue of any cheque or cheques from our Client Account.
- (b) In the event that we receive any commission in excess of £20 as a result of work performed on your behalf we will disclose to you within 14 days of receiving such commission the amount of that commission and how it was calculated and unless otherwise agreed with you account to you for those monies.
- (c) Any interest recovered on costs and disbursements after judgment is pronounced but before the costs judge certificate is obtained, which costs and disbursements have not in fact been paid prior to assessment, shall as to interest on costs belong to this Firm less interest paid on disbursements held by us for and on behalf of the person or persons to whom the disbursements are ultimately paid.
- (d) We will not be liable to repay any money that we hold for you in our client account at Coutts & Co which is lost as a result of a failure of the bank.

11. PROVIDING EXEMPT FINANCIAL SERVICES

- (a) We will not be conducting investment business on your behalf.
- (b) We are not authorised by the Financial Conduct Authority. If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised to provide the necessary advice. However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000.
- (c) The Solicitors Regulations Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman is the independent complaints-handling arm of the legal profession. If you are unhappy with any investment advice you receive from us, you should raise your concerns with either of those bodies.

12. RIGHT TO A LIEN AND STORAGE OF PAPERS AND DOCUMENTS

- (a) There may be circumstances in which we may be entitled to exercise a lien for unpaid costs VAT and disbursements. This means we are entitled to keep all your papers and documents and all other assets including money in our possession while there is money owing to us for our charges and expenses. We will exercise such a lien in all cases where money is due to us unless the law otherwise requires us to release them to you or to a third party.
- (b) In addition, we will keep your file of papers for you in storage for not less than one year. After that, storage is on the clear understanding that we have the right to destroy such papers and documents after such period as we consider reasonable or to make a charge for storage if we have asked you to collect your papers and you fail to do so. We will not, of course, destroy any documents such as wills, deeds and other securities which you ask us to hold in safe custody. No charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date which may be specified in that notice. We will not be obliged to keep wills, deeds, documents papers or other matter in our deeds system and if we do not wish to do so we reserve the right to send them to you or the person entitled to hold them.
- (c) If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs we will not normally charge for such retrieval. However, we may make the charge based on time spent for producing the stored papers or documents to you or another at your request in addition to the amount charged to us by the document storage company for such retrieval. We may also charge for reading, corresponding or other work necessary to comply with your instructions.

13. TERMINATION

- (a) You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is any money owing to us for our charges, disbursements or expenses. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly, in writing, or by using the cancellation form annexed to these Terms and Conditions.
- (b) We may decide to stop acting for you only for good reason, for example, because you do not pay a bill, be it a Final (Statute) Bill or a bill on account of costs, you do not comply with the request for a payment on account of costs or disbursements, or you do not accept a change to any fee earner's hourly charge out rate. We must give you reasonable notice that we will stop acting for you.
- (c) If you or we decide that we should stop acting for you, you will pay our charges up until that point. These are calculated as set out in your Client Care Letter and in these Terms and Conditions.
- (d) On instructing this Firm in any litigious matter you will sign a notice of acting in person in such form as we deem appropriate, which we may file at our discretion in the event of our ceasing to act for you for any reason.
- (e) If an account remains unpaid and we commence legal proceedings against you in order to recover the sums you owe us then we will be entitled to recover from you the legal costs that we incur in connection with those proceedings at our standard hourly rates, together with all disbursements (including fees of counsel and any other lawyers engaged by us in our attempts to recover payment from you).

14. LIMITED COMPANIES AND AFFILIATES

- (a) When accepting instructions to act on behalf of a Limited Company, we require a Director and/or Controlling Shareholder to sign a form of personal guarantee in respect of the charges and expenses of this Firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses as set out earlier. Similar terms shall apply in accepting instructions from Limited Liability Partnerships.
- (b) Our client is only the person or entity designated in our Client Care Letter, and not its affiliates (whether shareholders, parent, subsidiaries, partners, members, directors, officers or otherwise). Accordingly for conflict of interest purposes, we may represent another client with interests adverse to your affiliates. Our engagement for you does not create any rights in or liabilities to any of your affiliates.

15. INTERNATIONAL WORK

- (a) We may in the course of our engagement, as agent on your behalf, engage other lawyers or advisers in other jurisdictions to provide certain services. These services will be provided on their standard terms of business which will be supplied to you on request.
- (b) Where advice or assistance is required in other jurisdictions, or in areas of law in which we do not practice, we will discuss with you the selection of appropriate advisers and will engage them as agent on your behalf. You will be directly liable to them for their fees and expenses in accordance with the terms agreed with them. Unless otherwise agreed, our advice will relate to English law only.

16. TAX ADVICE

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We are not qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or on the likelihood of them arising. In every case you should take individual and qualified tax advice.

17. IDENTITY AND DISCLOSURE REQUIREMENTS AND MONEY LAUNDERING AND CONFIDENTIALITY

- (a) The law now requires solicitors, as well as banks, building societies and others, to obtain satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their clients can be used by criminals wishing to launder money. In order to comply with the law on anti-money laundering, we need to obtain evidence of your identity and financial circumstances and any political connections of you or your family and your usual address as soon as practicable. We should be grateful therefore if you would promptly provide us with documents and information we have required of you to verify your identity, financial circumstances and any political connections of you or your family and your usual address both first before acting for you and at any time thereafter. If you cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity.
- (b) We are entitled to refuse to act for you or any principal who you may represent in the event of failure to supply appropriate proof of identity for yourself or any of the information referred to in paragraph 17(a) above. The costs and disbursements of compliance with the statutory identification procedures and reporting procedures will be payable by you.

- (c) Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. This obligation, however, is subject to a statutory exception: recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure.
- (d) If while we are acting for you it becomes necessary to make a money laundering disclosure, we may not be able to inform you that a disclosure has been made or of the reasons for it. Where the law permits us to do, we will tell you about any potential anti-money laundering problem and explain what action we may need to take.
- (e) By signing our Client Care Letter incorporating Terms and Conditions of Business, you confirm to us that any funds that you or any person on your behalf may have already sent to us and any funds that you will arrange to send to us in the future are not derived from or in any way linked to bribery, drug trafficking and/or criminal activity of any nature and/or terrorism. We will not accept any payment from you in cash or any money from a third party save by prior agreement. If you circumvent this policy by depositing cash direct with our bank or forward to us money from a third party we reserve the right to charge for any additional checks we deem necessary regarding the source of funds.
- (f) 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.
- (g) By signing our Client Care Letter incorporating these Terms and Conditions of business and returning it to us, you authorise us to disclose to the other parties in any transaction and, if applicable, to all other parties in the chain of transactions and their agents and advisors, all information which we have in relation to your involvement in the transaction, including any related sale or mortgage and other financial arrangements and wishes as to dates of exchange and completion. You may withdraw this authority at any time but if you do so, you should appreciate that we will inform the other party or parties and their agents or advisors that this authority has been withdrawn.
- (h) If we are also acting for your proposed lender/mortgagee in a transaction we have a duty to fully reveal to your lender all relevant facts about the purchase, acquisition and mortgage or funding. This includes any differences between your mortgage finance application and information we receiving during the transaction and/or any cash back payments or discount schemes that a seller or other party is giving you.
- (i) Sometimes we ask other companies or people to do typing, photocopying or other work on our files to ensure this is done promptly. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.
- (j) External firms or organisations, including our professional indemnity or our other insurers, may conduct audit or quality checks on our practice. These external firms or organisations are generally required to maintain confidentiality in relation to your files. Save in respect of our professional indemnity or other insurers, by signing the Client Care Letter incorporating these terms and conditions you accept the inspection of all your files in respect of this matter and all past and future matters upon which you instruct us may be inspected by such organisations unless you write to us objecting, in which case we will mark your file not to be inspected. In respect of our professional indemnity or our other insurers, by signing the Client Care Letter you

agree to waive any privilege to the information contained in your files without limitation.

- (k) As a result of this Firm being Lexcel accredited, we are or may become subject to periodic checks by outside assessors. This could mean that your file is selected for checking, in which case we would need your consent for inspection to occur. In that regard:
- All inspections are, of course, conducted in confidence. If you prefer to withhold consent, work on your file will not be affected in any way. Since very few of our clients do object to this I propose to assume that we do have your consent unless you notify us to the contrary.
 - We will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters which we conduct on your behalf.
 - Please contact me if I can explain this further or if you would like me to mark your file as not to be inspected. If you would prefer to withhold consent, please email me at nick@nicholaswoolf.com.

18. COMMUNICATION BETWEEN YOU AND US AND DATA PROTECTION

- (a) We may need to check discs or e-mails you send to us for virus or other such material. Unless you withdraw your consent, we will communicate with you including forwarding letters and sending you this Firm's bills of costs and other documents and also with others when appropriate by unencrypted e-mail or fax. We cannot be responsible for security of correspondence and documents sent by e-mail or fax. In addition to consenting to email and fax communication you also consent (unless you withdraw your consent) to communication by text, Viber, WhatsApp and any other form of modern electronic communication adopted by you. You should be aware that there is a risk that emails (particularly unencrypted) and all other electronic communications may be intercepted delayed or corrupted.
- (b) We use the information you provide primarily for the provision of legal services to you and for related purposes including updating and enhancing client records, analysis to help us manage our practice, statutory returns, legal and regulatory compliance. Our use of that information is subject to your instructions, data protection law and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers or regulating authorities, including sometimes advisers appointed by another party to your matter. We may also give such information to others who perform services for us, such as typing or photocopying. Our practice may be audited or checked by our accountants or our regulator, or by other organisations. We do not normally copy such information to anyone outside the European Economic Area, however we may do so however when the particular circumstances of your matter so require. All such third parties are required to maintain confidentiality in relation to your files.
- (c) As a back-up, we store information on a cloud based server hosted and administered by a third party IT company, with whom we have a contractual agreement. By signing the Client Care Letter, you consent to your information being stored in that manner.
- (d) You have a right of access under data protection law to the personal data that we hold about you. We seek to keep that personal data correct and up to date. You should let us know if you believe the information we hold about you needs to be corrected or updated.

- (e) We may from time to time send you information which we think might be of interest to you. You have the opportunity to opt into such communications by signing the client care letter incorporating these terms and conditions. If, having opted in, you do not wish to receive that information please notify our office in writing.
- (f) Any personal data we receive from you for the purposes of our money laundering checks will be processed only for the purposes of preventing money laundering and terrorist financing, or as otherwise permitted by law or with your express consent. By signing the Client Care Letter incorporating these terms and conditions, and unless you tell us otherwise, you agree that we may hold all such personal data in perpetuity or until such time as we are satisfied in our absolute discretion that it is no longer necessary to hold such data for the purposes it was obtained, and in any event for longer than the five year statutory period.
- (f) We will not normally send your personal data outside the European Economic Area (EEA). We may sometimes send such data to a recipient in a country outside the EEA which has been designated by the EU Commission as providing adequate data protection. If we need to send the data to a country outside the EEA that has not been so designated, we will have appropriate contract clauses agreed with the recipient place to protect the data.
- (g) If you send us personal data about anyone other than yourself you will ensure you have any appropriate consents and notices in place to enable you to transfer that personal data to us, and so that we may use it for the purposes for which you provide it to us.
- (h) The person responsible for data protection in this firm is Nicholas Woolf.

19. EQUALITY AND DIVERSITY

We are committed to promoting equality and diversity in all of dealings with our clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

20. CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013

- (a) If we have not met with you (or we did not initially meet you in our offices), the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 may apply to this work. We operate on the basis that you may end your instructions with us at any time by letting us know. You only have to pay for the work done and expenses incurred up to that time.
- (b) In addition if the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply we are required to inform you of a statutory right to cancel your contract with us without a meeting at our premises. This right is as follows:
- to cancel the contract without giving any reason;
 - the time limit for such cancellation expires after 14 days from the conclusion of this contract;
 - to cancel the contract you must inform us of your decision by a clear statement (e.g. by letter or email). You may use the model cancellation form (attached to this letter) however it is not obligatory;

- if you cancel the contract, we will promptly reimburse you the payments received from you, except for sums due as a result of your requesting us to start work.

21. COMPLAINTS

(a) Our aim is to offer all our clients an efficient and effective and high quality legal service at all times. Our clients and our staff are of first importance to us. We hope you will be pleased with the work that we do for you. However, should there be any aspect of our service with which you are unhappy, or with any bill or bills we send you, you are entitled to complain. Please raise your concern in the first place with the fee earner who is dealing with your matter. If you still have queries or concerns, please contact me in writing as the Client Care Officer to whom any difficulty can be reported. If any such complaint is received it will generally be dealt with in accordance with this Firm's Complaints Policy, a copy of which will be forwarded to you. The Complaints Policy tells you in writing how such a complaint will be dealt with and the expected time scales for any initial and/or later substantive response to any such complaint. We have eight weeks to consider your complaint. If you have not resolved it within this time you may complain to the Legal Ombudsman.

(b) If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman to consider the complaint. Normally you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within six years of the act or omission about which you are complaining occurring (or if outside this period) within three years of when you should have reasonably been aware of it.

Address: Legal Ombudsman
 PO Box 6806
 Wolverhampton
 WV1 9WJ

Email: enquiries@legalombudsman.org.uk

Tel: 0300 555 0333

Website: www.legalombudsman.org.uk

(c) In addition to making a complaint to the Legal Ombudsman, or as an alternative to making a complaint to the Legal Ombudsman, you are also entitled to apply to the Court for an assessment of our bill or bills, as the case may be, under Part III of the Solicitors Act 1974.

(d) Further, if you are a consumer and we have made a contract with you by electronic means you may be entitled to use an EU online dispute resolution service to assist with any contractual dispute you may have with us. That is at <http://ec.europa.eu/odr/>

(e) Any barrister or other professional we instruct on your behalf should have their own complaints process. If you are not happy with their service you can complain to them direct. But please let us know. We can tell you how to make your complaint, if they have not given you the information themselves.

22. LIMITS TO OUR LIABILITY

(a) By signing this Firm's Client Care Letter and accepting these Terms and Conditions you agree that in any event our liability will not exceed the amount of this Firm's Professional Indemnity Insurance which at the date of your agreement with us is £5m.

We reserve the right to vary the amount of such Professional Indemnity Insurance cover and in the event that it is reduced, we will inform you. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities. We can only limit our liability to the extent that the law allows. In particular we cannot limit our liability for death or personal injury caused by our negligence.

- (b) Our professional indemnity insurers are QBE Insurance (Europe) Limited whose address is Plantation Place, 30 Fenchurch Street, London EC3M 3BD, our insurance and jurisdictional liability is limited to English law.
- (c) We comply with the Provision of Service Regulations 2009 by making the required details of our Professional Indemnity Insurance available in our Office upon request.
- (d) By signing this Firm's Client Care Letter in addition to the other limitations in the Client Care Letter or the terms and conditions of instruction of this Firm where this Firm and/or third parties are responsible for any loss suffered by you, our liability for that loss will be limited to a fair proportion of your total loss calculated by reference to the extent of our responsibility. If you have engaged others to represent or advise you on a matter in which we are involved and you agree with any of them that their liability to you will be limited, in order that this Firm's position is not adversely affected by any such limitation of their liability you agree that this Firm's liability to you will not exceed the amount which would have applied in the absence of that limitation.
- (e) If in the unlikely event you start proceedings against us for loss or damage and there is another person (for example, another adviser who is liable (or potentially liable)) you need in respect of the same loss or damage, then you will (if we request) join them into the proceedings. This is subject to any legal prohibition against your joining them in any way.
- (f) Further I draw your attention the fact that this Firm is a Limited Company and therefore the liability of its directors is limited by law and the liability of its members is generally limited to the payment for their shares.
- (g) We have an interest in limiting the personal liability of directors, employees, consultants and partners. Accordingly you agree that in the event of any dispute between us, you will not bring any claim against any individual director, employee, consultant or partner of the Firm in respect of losses of whatever nature which you suffer or incur, arising out of or in connection with our engagement or the services we provide. The provisions of this paragraph will not limit or exclude the Firm's liability for the acts or omissions of our employees, consultants or partners. The provisions of this paragraph are intended for the benefit of our directors, employees, consultants and partners but the terms of our engagement may be varied without the consent of all or any of those persons.
- (h) We shall not be liable to you if we are unable to perform our services as a result of any cause beyond our reasonable control.
- (i) Our advice is for your benefit only. Unless we have agreed with you otherwise in writing and save as expressly set out in these Terms and Conditions, the advice we give is not and does not confer rights on any third parties whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

23. GENERAL

- (a) Unless otherwise agreed and subject to the application of our then hourly rates, these Terms and Conditions of Business shall apply to any future instructions given by you to this Firm.
- (b) If any provision in these terms of engagement or our accompanying letter is or becomes invalid, illegal or unenforceable then it shall, to the extent required, be severed and shall be ineffective and the validity of the remaining provisions shall not be affected in any way.
- (c) Although your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions, it may not be possible for us to start work on your behalf until one copy the Client Care Letter incorporating them of them has been returned to us for us to keep on your file.
- (d) If you do not sign and return the Client Care Letter but nevertheless instruct us to take any step in relation to your matter; you shall be deemed to have accepted these Terms and Conditions.
- (e) Any dispute or legal issue arising from our Terms and Conditions of Business will be determined by an English Court or Tribunal or other regulatory authority by the laws of England and Wales.

NICHOLAS WOOLF & CO LTD v24 – 08-07-20

ANNEX

Cancellation Form

(You may use this form to exercise your right to cancel, where applicable.)

To Nicholas Woolf & Co of 87 Chancery Lane, London WC2A 1ET, fax number: 020 3602 5538, email: info@nicholaswoolf.com.

I/We* hereby give notice that I/we* cancel my/our* contract for the supply of the following service:

.....

Ordered on*/received pm* [date]

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper)

Date:

*Delete as applicable