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# Terms and Conditions

This statement and the Schedule enclosed explain the basis upon which we will carry out the work you have instructed us to do.

mfg Solicitors LLP is a limited liability partnership. Any person acting on our behalf does so in their capacity as a Partner, agent, or employee of ours, and not in any personal capacity. Any action by them, any communication from them, or any advice from them, is taken, sent, or given on our behalf.

In these terms of business “we” or “our” or “us” refer to mfg Solicitors LLP (‘the LLP’). Your relationship is solely with the LLP, and the LLP has sole legal liability for the work done for you and for any act or omission in the course of that work. No Partner, consultant or employee of the LLP will have any personal legal liability for that work whether in contract, tort, or negligence. In particular, the fact that an individual Partner, consultant, or employee signs in his or her own name any letter or other document in the course of carrying out that work does not mean he or she is assuming any personal legal liability for that letter or document.

No reference to a “partner” is to imply that any person is carrying on business with others in partnership for the purposes of the Partnership Act 1890.

You are authorising us to take necessary steps to take the case forward until you tell us to stop work. We shall not be responsible for any failure to advise or comment on anything which falls outside the scope of your stated instructions.

We use the word “Partner” to refer to a Member of the LLP, or an employee or Consultant with equivalent standing and qualifications.

A list of the Partners of the LLP is displayed at our registered office together with a list of those non-members who are designated as Partners.

## **1. Service Standards**

- We will update you by telephone or in writing with progress on your matter regularly and in relation to long-running matters at least every six weeks
- We will communicate with you in plain language
- 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 regularly and in relation to long-running matters at least every six months but more frequently if agreed with you
- 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.

## **2. People responsible for your work**

The Schedule sets out some important information about the conduct of your case. The Person named as having conduct of your matter is your Case Manager who will carry out most of the

work on the matter personally on behalf of the LLP, although from time to time it may be necessary to involve other Partners or employees of the LLP as well. Time spent by other Partners or employees of the LLP will be charged at their respective hourly rates, which may be higher or lower than the Case Manager's rates. You will always be notified of such hourly rates, where appropriate. If you wish to contact your Case Manager but find that he/she is unavailable, please ask to speak to his/her secretary who will be pleased to assist or to take a message for you.

The Schedule sets out your details, the matter on which you have instructed us to act for you, information on the costs, disbursements and out of pocket expenses involved in your case; and details of the Divisional Head and Chairman of the LLP.

### **3. Charges and expenses**

In some cases we may be able to agree an estimated fee. If so, this will be set out in the schedule, otherwise the hourly rate is set out in the Schedule and will be calculated by reference to the time spent in dealing with your matter and in some cases a percentage mark up. Our hourly rate will be charged for time spent dealing with your matter including, but not limited to, time spent advising, attending on you and others, dealing with papers, correspondence, telephone calls, travelling, time spent at Court Hearings and site inspections. The current hourly charge out rate for the Fee Earner(s) working on your matter is set out in the Schedule. This rate will be reviewed annually on the 1st May each year, but we reserve the right to change the hourly charge out rates at any time throughout the year on 30 days' written notice. Routine letters and e-mails that we write and receive and routine telephone calls that we make and receive will be charged in units of 6 minutes. We have indicated in the Schedule an estimate of the costs involved either by time or by value, based on the information we currently have; this may need to be revised as the case goes on and we can estimate more accurately the level of costs involved.

If a member of staff is required to travel on your matter (e.g., to Court or for a site visit) we reserve the right to charge travelling expenses and parking, such travel expenses will be itemised on your accounts. Whilst routine overheads are included in our agreed charges, we may charge you for bulk photocopying, scanning, and creating certain other documents. Copying charges shall be between 5p and £1.00 per copy depending on size and colour or at cost price if outsourced. We also reserve the right to charge for the cost of international telephone calls. These charges are subject to VAT and, if relevant, will be set out in your invoices.

In most cases, in fixing our charges we take into account a number of factors which include the complexity of the issues, the speed at which action must be taken, the expertise or specialist knowledge that the case requires and if appropriate, the value of the property or subject matter involved. On the basis of the information currently available, we expect those factors to be adequately covered by the charges set out in the Schedule. However, if your instructions mean we have to work outside normal office hours or the matter becomes more complex than anticipated, we reserve the right to increase the level of those charges and you will be notified of any change in the charges.

If you have any query about the level of our charges, please contact your Case Manager straight away.

We will inform you if any unforeseen additional work becomes necessary and keep you advised of any changes in the level of our charges.

#### **4. Payments on account of fees and expenses**

It is our normal practice to ask clients to pay sums of money from time to time in advance on account of our charges and any expenses e.g., Searches, Court fees etc. This helps to avoid delay in the progress of the case. We will offset any such payments against your bills, but it is important that you understand that our total charges and expenses may be greater than any advance payments.

We accept all major credit cards for payment of bills and disbursements and your Case Manager will indicate in the covering letter how much is required.

#### **5. Cheques**

If you wish to use cheques to make payments, pay deposits or for any other purpose, please be aware that in line with current banking procedures we will need to allow up to seven full working days to allow for full clearance by both your bank and our own bank. Therefore, we will not be able to draw on those funds until the seven full working days have lapsed. We prefer payments by BACS, telegraphic transfer, CHAPS or by banker's draft, where the funds can be used immediately as clearance is not required. Please note that in accordance with Money Laundering Guidance we cannot accept cash payments in excess of £500.

Any funds or payments that may be due to you will be paid using where appropriate the BACS or CHAPS system of payments direct into your bank account. In line with banking practice, it is no longer our policy to issue cheques to clients. You will be advised when a payment is made. We will not charge you for making a BACS transfer.

#### **6. Billing arrangements**

If appropriate, we will send you interim bills for our charges and expenses at regular intervals while the job is in progress. In any event we will provide a costs update at least every 6 months. We will send a final bill on completion of the work. Whatever the outcome we will charge you for all work done and expenses incurred.

If you have not already paid in advance, payment is due to us within 14 days of the date of any bill. If payment is late, we will charge you interest after 14 days on any bill at the appropriate Court rate (currently 8%) from the date on which payment of our account is due. Interest will be charged on a daily basis. If any amount (including VAT and disbursements) remains unpaid after six months from the date of the bill a fixed administration fee of 15% of the total amount outstanding will be added in respect of recovery of costs.

We are sure that you will understand that in the event of prompt payment not being made we must reserve the right to decline to act any further and that the full amount of the value of work done up to that date will then be charged to you. If the bill remains unpaid for more than one month, then we may not be able to carry out any work for you, not only on this matter but on any other matter in which the LLP is acting for you until the bill and any other outstanding bill is paid in full.

If you have a question about any bill, you should get in touch with us straight away.

### **7. Anticipated Disbursements e.g., Searches, court fees, stamp duty, probate fees and out of pocket expenses**

In appointing us to act on your behalf, you are also authorising us, unless you instruct us to the contrary, to incur such disbursements as we consider necessary. You will be required to reimburse us, but we will tell you before incurring any significant expenses. A summary of anticipated disbursements is set out in the Schedule. This list is as complete as we are able to make it at present, but please note that additional disbursements and out of pocket expenses may have to be incurred while dealing with your matter. You may be asked to place us in funds before any disbursements can be incurred.

### **8. Value Added Tax**

As we are VAT registered under VAT No. GB 855 1514 29 any figures quoted are net of VAT, which will be chargeable on fees and any taxable disbursements and expenses at the appropriate rate charged from time to time.

### **9. Client Monies**

mfg Solicitors LLP has to ensure that client money is kept safe, available for the purpose for which it is provided and separate from funds belonging to the firm.

Money which we hold on your behalf will usually be deposited in our general client account. In certain circumstances these funds will be held in a designated client account.

The treatment of client money and accounts is regulated by the Solicitors Regulation Authority (SRA) and detailed in the SRA Rules ("the Accounts Rules") which can be accessed at [www.sra.org.uk/solicitors/standards-regulations/accounts-rules](http://www.sra.org.uk/solicitors/standards-regulations/accounts-rules).

Money held by us (including accrued interest and money held for your associates) may without reference to you be taken by us in payment or part payment of our bills, whether overdue or not, including any outstanding disbursements and out of pocket expenses whether it relates to this matter or any other in which we act for you.

In addition, if you owe us any money in respect of unpaid fees and disbursements, we reserve the right to transfer any money held by us to which you are beneficially entitled (but which may not be necessarily held in your name) at the time when you become absolutely entitled to that money to settle or part settle any indebtedness to us.

#### Interest Policy

In accordance with the Accounts Rules, we are required to account to you for interest on money held by us in our client account when it is fair and reasonable to do so. This Policy seeks to provide for the payment of a fair sum of interest where appropriate and sets out the guidelines for when interest will be paid.

The holding of client money is incidental to the carrying out of clients' instructions. In addition, we are required to hold client money in an instant access account to facilitate transactions. For these reasons, you will not receive as much interest on the money held as might have been obtained had you held and invested the funds yourself.

We will not pay interest on money held:

- a) for payment of a professional disbursement once counsel or other professional has requested a delay in settlement;
- b) on an advance from us into our general client account to fund a payment on your behalf in excess of funds already held for you in that account;
- c) where money is held as a contractual deposit for any period after a formal exchange of contracts; or
- d) if there is an agreement to contract out of the provisions of this Policy

### Money held in a designated client account

We will account to you for all the interest earned in that account. Interest is usually paid net of basic rate income tax.

### Money held in a general client account

Interest will be paid where the sum of money held exceeds the amount shown below and the sum is held for a period of time exceeding that given below:

Amount	Time
£1,000.00	10 weeks
£2,000.00	5 weeks
£10,000.00	3 weeks
£25,000.00	1 week

Interest will not be paid if the total amount calculated for the period during which cleared funds are held is less than £50.00.

Interest will accrue on a daily basis with reference to the rates of interest offered to business customers on an instant access deposit account available from the bank with which mfg Solicitors LLP holds its main general client funds account.

Interest will be calculated from the end of the relevant period of time and thereafter applied to the ledger at the end of each qualifying month. A final interest payment will be calculated at the end of the matter.

Where client monies are held in our general client account we will pay interest without deducting tax at source. You will be responsible for declaring any interest to HM Revenue & Customs.

Where money is held in relation to separate matters for you we will treat the matters separately, unless the matters are so closely related that they should be considered together.

Where appropriate we will adjust the applicable interest rate to take into account our overall banking arrangements so far as they affect the rates received.

Interest will be calculated on cleared client funds. In the case of cheques received, this will be 3 days after the cheque has been deposited with our bank, and for amounts received in cash, or via credit or debit card, standing orders, BACS and CHAPS, interest will accrue from the day of receipt into our client account.

You may contract out of the provisions of this Policy by signing a written agreement with your instructed solicitor.

This Interest Policy, including the de minimis limit of £50, will be reviewed periodically, particularly if changes are made to the Bank of England's Base Rate.

### Protection of client deposits

We bank with National Westminster Bank plc and hold all client funds either with that bank or a number of other UK clearing banks which are regulated by the Financial Conduct Authority ('FSA').

The Financial Services Compensation Scheme ('FSCS') is the UK's statutory fund of last resort for customers of deposit taking institutions. This means that the FSCS can pay compensation if such an institution is unable, or likely to be unable, to pay claims against it. FSCS is an independent body set up under the Financial Services and Markets Act 2000. The scheme covers deposits at our bank belonging to clients who are individuals or businesses up to the compensation limit that exists at the relevant time (currently £85,000) per client per authorised deposit-taking institution. If you hold other personal monies yourself in the same bank as we hold client funds the limit remains at the compensation limit existing at the relevant time in total, so any amount deposited by you will be deducted from the compensation limit available in respect of the funds deposited by us on your behalf. Some deposit taking institutions have several brands, i.e., where the same institution is trading under different names. You should check either with your bank, the Financial Conduct Authority, or a financial adviser for more information.

In the event National Westminster Bank or any other FSA regulated UK clearing bank with whom we have placed client funds collapses, we can contact the FSCS with details of all clients whose money is held in our account and the amount to which they are entitled, with supporting evidence. In order to provide such information, we require your consent and accordingly by accepting these Terms and Conditions you give us that consent, unless you inform us in writing to the contrary. If you inform us in writing that you do not give us consent, the FSCS will still need to know the account balances but we may withhold your identity. In this case, you will not be able to receive compensation from the FSCS. In the event that there is a banking failure, it is unlikely that we will be held liable for losses resulting from that failure.

## **10. Money Laundering**

### Proof of Identity

The law requires solicitors 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 client can be used by criminals wanting to launder money.

To comply with regulatory requirements, we need to obtain evidence of your identity as soon as possible and in any event within 20 days from the date of this letter. In accordance with relevant legislation, we are required to establish your identity. This can be done in any of the following ways:

- (i) You can complete a Verify365 Electronic ID check as set out in the attached documentation. This service requires use of a smartphone but will allow you to verify



your identity and, if applicable, provide source of funds information (see below) without the need for further verification of documents. There is a £15 plus VAT administrative fee for this service; or

- (ii) You can attend one of our offices to provide us with two originals of the documents specified in our separate letter. We will copy and certify these, complete an electronic search and return the originals to you. There is a £15 plus VAT administrative fee for the completion of the electronic search (£15 plus VAT for corporate clients). If more convenient, you can arrange for your documents to be certified as true copies using the Post Office service for this purpose, or else by a local accountant or solicitor and forward the certified copies to us. There will usually be a charge for this service; or
- (iii) In certain limited circumstances and where certain matters are deemed lower risk within the money laundering regulations, we may only require a scan, photograph, or copy of your documents.

Verify365 or other electronic checks will be carried out on all transactional property or corporate matters where we are dealing with client monies on your behalf. These checks will verify your identity and address by searching various databases. As noted above, we will charge an additional fee of £15 plus VAT for this service (£15 plus VAT for corporate clients). Please note that this search does not leave a trail and does not affect your credit rating.

In the event that you are a company client, we will require evidence of the existence of the Company and confirmation of the officers of the Company, from whom we are to take instructions. Please therefore let us have a copy of your certificate of incorporation, your memorandum and articles of association and a recent set of accounts, together with written confirmation, on the Company's headed paper, of the person/persons authorised on behalf of the Company to give us instructions. In addition, we will require verification of the identity of the persons with significant control of the Company.

Kindly note that identification verification procedures must be undertaken prior to any action being taken on your file by us. We will advise you if there is any further action required by you to comply with the Money Laundering Regulations. Even if you are a well-known and long-established client of our firm, the rules leave no room for discretion.

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.

### Source of funds and source of wealth

Under legislation relating to money laundering, we are required to carry out checks and gather evidence as to the source of any funds and the source of our client's wealth in the context of the matter upon which we are instructed. By accepting these terms, you agree to provide any such evidence as we may require for these checks.

### Confidentiality

We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the National Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure

has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why. Where the law permits us to do, we will tell you about any potential money laundering problem and explain what action we may need to take.

### Cash

Our firm's policy is only to accept cash up to £500.00 from clients.

If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds.

Where we have to pay money to you, it will be paid by bank transfer. It will not be paid in cash or to a third party.

## **11. Financial Services**

We can perform certain limited services in relation to investments, provided they are closely linked with the legal services we are providing to you.

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 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 <http://www.fca.org.uk/>

The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but the responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society and the Legal Ombudsman handles complaints about lawyers.

## **12. Confidentiality and conflicts**

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, the Data Protection Act 2018 (DPA) 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. You have a right of access under the DPA to the personal data that we hold about you. Please also note that we do on occasion store client data and other information on secure cloud-based data storage facilities. Such facilities are protected against unlawful access. Please see our Privacy Notice.

In Conveyancing matters we often receive instructions from your lenders also to act on their behalf. If so, it should be noted that we would have to pass to them information you give us

that might be relevant to their decision whether to finance your purchase. If you tell us things that you do not want the lenders to know, and which are relevant to the lenders, we may have to stop acting for the lenders and possibly also for you.

Sometimes we ask other companies or people to do 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 let us know as soon as possible.

External firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files.

We will not send you marketing information if you have not signed and returned a Marketing Opt-in form (please see our Privacy Notice).

If an actual or potential conflict between your interest and the interests of another client of the LLP arises during our dealings with you, we will discuss the position with you and determine the appropriate course of action. In order to protect your interest, we may not be permitted to continue acting.

### **13. Email**

We use email routinely to communicate and, whilst we have normal levels of security in place, you accept the risk that email communications are not secure.

### **14. Storage of papers and documents**

See attached Data Retention and Erasure Policy

If we retrieve physical papers or documents from storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However, we may charge you both for:

- i. time spent producing stored papers that are requested, including the printing of any papers stored electronically
- ii. Reading correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

In the event that you terminate your instructions and require us to send to you stored papers or deeds we will make a reasonable charge based upon the time required retrieving and where necessary making a list of them.

We will normally store Deeds and other documents from you free of charge but reserve the right in exceptional circumstances to make a charge. In the event that you remove Deeds and documents from our safe custody we reserve the right to make a charge for collation, scheduling and arranging for collection of these.

### **15. Foreign Law**

The LLP is not able to give advice on matters governed by foreign law, i.e., Legal jurisdictions outside England and Wales including the acquisition of overseas property and the LLP will, in no circumstances, be deemed to have done so.

Any dispute or legal issue arising from our terms of business will be determined by the law of England and Wales and considered exclusively by the English and Welsh Courts.

## 16. Termination

You may end your instructions to us in writing at any time, but we can keep all your papers and documents while there is still money owed to us for fees and expenses.

We may decide to stop acting for you only with good reason, e.g., if you do not pay an interim bill or there is a conflict of interest. We must give you reasonable notice that we will stop acting for you.

If you or we decide that we should stop acting for you, you will pay our charges up until that point. These are calculated on an hourly basis plus expenses or by proportion of the agreed fee as set out in the attached schedule.

## 17. Responsibilities

### Our Responsibilities to you

- We will review your matter regularly
- We will advise you of any changes in the law
- 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
- We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

### Your Responsibility to Us

- You will provide us with clear, timely and accurate instructions
- You will provide all documentation required to complete the transaction in a timely manner
- You will safeguard any documents which are likely to be required for discovery
- You will ask us if you are not sure or are worried about anything to include the contents of this document or attached schedule
- You will let us know if you require large print on this or any future documents.

## 18. Complaints

mfg is committed to high quality legal advice and client care. If at any point you become unhappy with the service we provide to you, then please inform us immediately so that we can do our best to resolve the problem for you. You can obtain a copy of our complaints procedure via the Firm's website.

If we are unable to resolve your complaint then you can have the complaint independently looked at by the Legal Ombudsman. The Legal Ombudsman investigates complaints about service issues with lawyers.

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 a year of the date at which you

should reasonably have known there was cause for complaint. You must also refer your concerns to the Legal Ombudsman within six months of our final response to you.

If you would like more information about the Legal Ombudsman their contact details are as follows:

Visit [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk) or email [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk).

Call 0300 555 0333 between 8.30am to 5.30pm. Calls to 03 numbers will cost no more than calls to national geographic numbers (starting 01 or 02) from both mobiles and landlines. Calls are recorded and may be used for training and monitoring purposes. For minicom call 0300 555 1777.

Legal Ombudsman  
PO Box 6167  
Slough  
SL1 0EH

The Solicitors Regulation Authority can help you if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. You can raise your concerns with the Solicitors Regulation Authority: [www.sra.org.uk](http://www.sra.org.uk)

Postal address:

Solicitors Regulation Authority,  
The Cube,  
199 Wharfside Street,  
Birmingham  
B1 1RN.

Telephone 0370 6062555

International callers: +44(0)121 3296800

### **19. Commissions**

Unless otherwise agreed with you in writing, we will account to you for any commission which we are entitled to receive on share transactions, investments and insurances effected by us on your behalf.

### **20. Our Liability to you is limited**

1. We will not be liable in contract or tort (including negligence) or in any other way for:
  - a. Any consequential or indirect loss, liability, or damage; or
  - b. Loss of any kind of profit, business, goodwill or anticipated savings or other benefits or any liability to any third party arising directly in the natural and ordinary course or indirectly in connection with our agreement or our services.
2. Our aggregate liability, if any, to you under or in connection with our agreement (including costs) and whether for breach of contract, negligence, misrepresentation

or otherwise is limited to £10,000,000.00. This paragraph and paragraph 1 will not apply to any liability for death or personal injury caused by our negligence or fraud.

3. Our liability under our agreement or otherwise relating to it shall be limited to that proportion of your losses that it would be just and equitable to require us to pay having regard to the extent of our responsibility for them on the basis that all other professional advisors involved in matters relating to our agreement shall be deemed to have provided an undertaking in terms no less onerous than this paragraph.
4. You agree that we will not be liable to you for any amount in excess of our proper share of any joint and several liability we may have with any of your other professional advisors in relation to our agreement and which you are not entitled to recover from them as a result of having agreed to limit their liability or as a result of their insolvency.

We are regulated by the Solicitors Regulation Authority. The ARA's Standards and Regulations and other information relating to our professional obligations can be found on their website: <http://www.sra.org.uk>.

### **21. Other party's charges and expenses (if applicable)**

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

If you are successful and a Court orders another party to pay some or all of your charges and expenses, interest may be claimable on them from the other party from the date of the Court Order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of that interest.

You will also be responsible for paying our charges and expenses of seeking to recover any costs that the Court orders the other party to pay to you.

If you are unsuccessful in a court case you may be ordered to pay some or all of the other parties' legal charges and expenses. That money will be payable in addition to our charges and expenses. Arrangements can sometimes be made to take out insurance to cover liability for such legal expenses, please discuss this with your Case Manager if you are interested in this possibility.

In any event you should check with your household/commercial insurance policies or any other insurers to see whether you have legal expenses insurance to cover the work that we would undertake on your behalf. We will not check this for you or advise you further on this point unless specifically instructed so by you.

### **22. Public Funding and insurance**

We will be happy to discuss with you whether Public Funding is available for this matter and if any alternative funding or insurance covers you.

## **23. Limited Companies**

When accepting instructions to act on behalf of a limited company, we may require a Director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this LLP. 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.

## **24. Our Hours of Business**

The normal hours of opening at our offices are between 9:00am and 5:00pm on weekdays. Messages can be left on the answerphone outside those hours and appointments may be arranged at other times when this is essential.

## **25. Taxation Advice**

Unless otherwise specifically agreed to the contrary in writing, we do not provide advice on tax planning. The legal advice relating to your matter does not extend to any form of tax advice, and we will not give full consideration to all or any of the tax implications of your transaction upon you or third parties. We will not be liable for any loss or disadvantage that may arise from the tax consequences of your matter(s).

You are strongly advised to seek tax advice from an appropriate accountant or other professional and insured tax specialist about your matter should you be in any doubt whatsoever about any tax implications arising from your transaction. As tax issues can sometimes arise without you even realising them, this is why it is so important to seek specialist advice, as, unless specifically agreed to the contrary in writing, we do not offer any tax advice whether upon stamp duty land tax, capital gains tax, income tax, value added tax, inheritance tax, entrepreneurs' relief, or other tax.

## **26. IT Function and Compatibility**

We currently run Microsoft 365 and can encrypt electronic communications through software called Mimecast. Occasionally, earlier versions of Microsoft Office will not be compatible with documents we produce but we can assist in most cases. If you find any compatibility issue between documents we produce and your own IT software, please let us know.

We operate Webroot Security Anywhere Endpoint Protection.

We use Adobe Acrobat DC for the creation and reading of pdf files

## **27. Variation**

These terms shall apply subject to any variation agreed with you in writing.

## **28. Cancellation Rights**

If you have engaged us in a personal capacity and are not acting on behalf of your trade, business, craft, or profession, then you may be entitled to a 14-day cooling off period during which you may cancel your instructions if any of the following circumstances apply:

- We met with you somewhere other than at our offices, and at that meeting we agreed to act in this matter.
- We met with you somewhere other than at our offices and at that meeting you asked us whether we could act in this matter. At some point after that meeting we agreed to

act.

- We personally and individually addressed you somewhere other than at our offices and immediately afterwards effected the contract either in our offices or by telephone or email.

Should you wish to cancel your instructions, please do so in writing. A cancellation form is enclosed for your convenience and use.

However, if you would like us to commence work within that 14-day period, you must confirm this to us in writing. A commence-work-early request form is enclosed for your convenience and use.

Please note that if you ask us to commence work before the end of the 14-day period, you will be liable to pay us for any work done prior to any subsequent cancellation. If you have authorised us to commence work early, your right to cancel is lost if all the work is completed before you cancel.

### **29. Conclusion**

Your continuing instructions in this matter will amount to your acceptance of these terms and conditions of business.

We hope that by sending this statement we have addressed any immediate questions about the day-to-day handling of your work and our terms of business. If you still have any questions about your case or this document and its contents, please do not hesitate to get in touch with your Case Manager.

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



Type of matter	Minimum retention period	Exceptions/reasons for storing file for longer
Employment	7 years	
Wills and Probate	21 years or indefinitely if keeping with will	
Trusts	7 years from termination of Trust	
Tax returns	7 years	
Tax planning	7 years from death where this is known or 50 years	
General advice/management of affairs	7 years unless relates to estate planning in which case 6 years from death where known or 50 years	
Family, including divorce, separation, custody and contact, injunctions, child protection and court of protection	7 years (15 years where young children involved)	
Business, including company/partnership formation, insolvency, trademark/copyright/patent	12 years	
Residential Property sale	7 years	
Residential Property purchase and mortgage	15 years	
Residential Part of Property sale	10 years	
Commercial sales	7 years	
Commercial purchases	12 years	
Commercial mortgages	12 years	
Lease matters	6 years or length of term (if longer)	

## Data Retention and Erasure Policy

General Agricultural Advisory work	12 years	
Civil/Commercial Litigation	7 years	
Personal injury	7 or 15 years, depending on seriousness of injury and complexity of case	15 years if involves children or if lifetime or provisional damages awarded
Medical negligence	15 years	Longer if involves children or if lifetime or provisional damages awarded
Private client non-litigation advice, e.g., employment, pensions, powers of attorney, change of name, debt, personal insolvency, housing disrepair	7 years	
Costs estimates and quotes	12 months	

Upon expiry of the retention period, it will then be destroyed, as soon as is reasonably practicable, unless there is a compelling reason to retain it for a further period of three years, at which point it will be reviewed again. Any physical papers will be shredded and the electronic file and all personal data processed, including accounts records, will be deleted.

To comply with Regulation 40 of the Money Laundering Regulations 2017, personal data obtained to fulfil Client Due Diligence will be destroyed either five years from completion of the matter or five years after the business relationship has come to an end, unless the records containing the personal data need to be retained for the purposes of legal proceedings.