Terms of Business

mfg Solicitors LLP



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MFG SOLICITORS LLP

1. Who We Are

1.1 mfg Solicitors LLP is a limited liability partnership registered at Companies House under number OC317146. Our registered office address is Adam House, Birmingham Road, Kidderminster, Worcestershire DY10 2SH.

1.2 mfg Solicitors LLP is a law firm regulated by the Solicitors Regulation Authority ('**SRA**'). Our SRA ID number is 440475.

1.3 mfg Solicitors is also Conveyancing Quality Scheme accredited, ISO 9001:2015 accredited and part of LawNet. Please refer to our LawNet Client Service Charter for further information.

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

1.5 We use the word 'Partner' to refer to a Member of mfg, or an employee or Consultant with equivalent standing and qualifications. 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.

2. Our Offices

2.1 We have seven offices based at: Birmingham, Brierley Hill, Bromsgrove, Kidderminster, Ludlow, Telford and Worcester.

2.2 Full details can be found on our website: Contact - mfg Solicitors.

3. Our Hours

3.1 Our normal hours of opening at our offices are between 9:00am and 5:00pm on weekdays. Voicemail messages can be left on our answerphone outside those hours. We are closed weekends and bank holidays.

3.2 The fee earner responsible for your matter can advise as to the availability of appointments outside our usual hours.

4. Our Services

4.1 Our services include, but are not limited to:

(a) Agricultural and Rural Affairs;
(b) Civil Litigation;
(c) Corporate;
(d) Employment;
(e) Family;
(f) Private Client;
(g) Real Estate;

(h) Residential Conveyancing; and
(i) Tax and Succession Planning.

4.2 Full details can be found on our website: Services - mfg Solicitors.

TERMS, STANDARDS AND EQUALITY AND DIVERSITY

5. Terms of Business

5.1 We aim to offer our clients quality legal advice with a personal service at a fair cost. These Terms of Business ('**the Terms**') set out the basis on which we will provide our professional services.

5.2 References to 'we', 'our' and 'us' refer to mfg Solicitors LLP ('**mfg**'). 'You' and 'your' refer to you as our client.

5.3 These Terms form part of the agreement between us, together with the initial letter ('**Letter of Engagement**') and the Schedule of Work. If there is any inconsistency, the Schedule of Work will prevail over the Letter of Engagement, and the Letter of Engagement will prevail over these Terms, unless the relevant document expressly states otherwise.

5.4 Unless otherwise agreed in writing, and subject to the costs and hourly rates set out in the applicable Schedule of Work, these Terms will apply to any future instructions you give us.

5.5 By instructing us, you authorise us to take reasonable steps to progress your matter until our instructions end. We are not responsible for advising on matters outside the scope of your instructions as confirmed in the Schedule of Work.

5.6 If at any time any provision of these Terms is or becomes invalid, illegal or unenforceable in any respect, such provision shall be deemed to be severed from these Terms but the validity, legality and enforceability of the remaining provisions of these Terms shall not be affected or impaired.

5.7 If you have any queries, please let us know. Otherwise, by signing the Letter of Engagement and Schedule of Work or instructing us in writing to proceed you agree to these Terms.

5.8 These Terms are governed by the laws of England and Wales. Any dispute will be subject to the exclusive jurisdiction of the courts of England and Wales.

6. Service Standards

6.1 We will:

(a) review your matter regularly;

(b) update you with progress and explain to you the legal work required, by telephone or in writing;

(c) in relation to long-running matters update you regularly and at least every six weeks;

(d) communicate with you in plain language;

(e) 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;

(f) 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;

(g) update you on the likely timescales for each stage of this matter and any important changes in those estimates;

(h) 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;

(i) continue to review whether there are alternative methods by which your matter can be funded.

6.2 Our advice is provided solely for your benefit and in connection with your instructions and may not be relied upon for any other purpose or by any third party without our prior consent.

7. Equality, Diversity and Inclusion

7.1 We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees, supported by a policy to prevent discrimination and harassment.

7.2 We will not discriminate in the way we provide our services to you or in the way we instruct third parties.

7.3 We are committed to providing a professional, safe, and respectful environment for our clients and our personnel. We understand that legal matters can be highly stressful. However, we operate a strict zero-tolerance policy regarding abuse, bullying, or harassment directed at any member of our firm, whether in person, over the phone, or via written correspondence. If a client's behaviour becomes aggressive, abusive, or discriminatory, we reserve the right to cease acting immediately and terminate our retainer.

CONFIDENTIALITY AND DATA PROTECTION

8. Confidentiality

8.1 We will keep information about you and your matter confidential. However, we may use or disclose information where reasonably necessary to provide our services, progress your matter or comply with our legal, professional and regulatory obligations. This may include disclosure to third parties involved in your matter, service providers acting on our behalf, auditors and accreditation bodies, banks and the Financial Services Compensation Scheme, our insurers and professional advisers, law enforcement agencies, regulators, government bodies and any other person to whom disclosure is required or permitted by law.

8.2 We will only disclose information that is reasonably necessary for the relevant purpose and, where appropriate, will require the recipient to keep it confidential and process personal data securely. We may also disclose information with your authority. Further information about how we process personal data is contained in our Privacy Policy - mfg Solicitors. A paper copy is available upon request.

8.3 In conveyancing matters, we may also act for your lender and will need to share relevant information with them. If you provide information that you do not wish to be disclosed but which is relevant to the lender, we may have to stop acting for the lender and potentially for you.

8.4 We do not accept responsibility for any breach of confidentiality because of a fault or omission on your part, those of your agents, third parties or where information enters the public domain.

9. UK GDPR and the Data Protection Act 2018

9.1 We are committed to protecting your personal data in accordance with your instructions, the Data Protection Act 2018 and our duty of confidentiality. Further details on how we process your data can be found on our website, here: Privacy Policy - mfg Solicitors. A paper copy is available upon request.

9.2 We may store and process information using secure cloud-based systems and other service providers acting on our behalf. We require such providers to apply appropriate confidentiality, data protection and information security safeguards. Please see the Confidentiality section above and our Privacy Policy - mfg Solicitors for further information.

9.3 We will process and share your personal data as described in these Terms and our Privacy Policy, in accordance with applicable data-protection law. If you have any concerns as to how as manage your data, please refer to our Privacy Policy - mfg Solicitors for details of how to contact our Data Protection Officer.

9.4 We will send marketing communications only where we have a lawful basis to do so and in accordance with your marketing preferences. You may withdraw consent or opt out at any time. Further information is contained in our Privacy Policy.

10. Data Retention and Erasure

10.1 On closure of your file(s), we will apply the retention period set out in the Data Retention Timeframes at the end of this document and will normally confirm that period to you. At the end of the applicable period, we will securely destroy or delete the file unless continued retention is reasonably necessary or permitted for legal, regulatory, insurance, evidential, safeguarding, complaints-handling or dispute-resolution purposes. Information held in secure backup systems may remain until deleted in accordance with our normal backup-retention cycle. We may retain a limited record of the matter where necessary to identify conflicts, comply with regulatory obligations or establish, exercise or defend legal claims. We reserve the right to amend the Data Retention Timeframes at any time if it is reasonable for us to do so or recommended by the professional body regulating us or required by law. If you require a copy of your file during the retention period, please contact us.

10.2 To comply with Regulation 40 of the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ('**the MLRs**'), identification data obtained for client due diligence purposes will be retained for five years after either completion of the matter, or the end of the business relationship, after which it will be securely destroyed, unless required for legal proceedings.

11. E-mail and Cybercrime Awareness

11.1 We have a duty to keep your affairs confidential and will communicate with you by e-mail unless you request otherwise. However, e-mail is not a secure medium and may be intercepted, delayed or altered.

11.2 While our systems include appropriate security measures, including virus scanning and, where appropriate, encryption, we cannot accept responsibility once an e-mail leaves our systems. Incoming e-mails and attachments may be subject to security checks or quarantine.

11.3 By communicating with us electronically, you accept the inherent risks of such communication, including interception, non-delivery, delay and transmission of viruses. We will not be responsible for loss arising from those inherent risks unless the loss was caused by our negligence, breach of duty or failure to comply with agreed security procedures.

11.4 We use secure encrypted e-mails, where appropriate, for the sending of sensitive information. We recommend that you use secure methods when sending sensitive information and avoid sending bank details by e-mail.

11.5 Our bank details will not change during the course of a transaction. We will confirm our bank details to you for each transaction you instruct us on. Please ensure you check our bank details with each new instruction to us, in the event we have changed bank details.

11.6 Please notify us immediately if you suspect that you may have received an e-mail or other communication purporting to be from us, which is not from us, one that has been tampered with or if you consider there is any other material risk in any communication you have received. For this purpose, always contact us via our usual original contact telephone number (hackers may often include fake or alternative contact details in their e-mails).

12. Auditing

12.1 As mentioned above, mfg is regulated by the SRA and accredited under the Conveyancing Quality Scheme and ISO 9001:2015. As part of these standards, we are subject to independent reviews to ensure compliance with our procedures and supervision requirements.

12.2 Your file(s) may therefore be reviewed by an auditor or assessor who is subject to confidentiality obligations. Please see the Confidentiality section above. We will not make your file(s) available for a discretionary audit if you ask us in writing not to do so, although this may not apply where disclosure is required by law or by our regulatory obligations.

CLIENT ONBOARDING AND DUE DILIGENCE

13. Requirements

13.1 We are required to carry out due diligence checks to comply with SRA requirements and anti-money laundering and financial crime legislation. These checks also protect you against identity fraud.

13.2 You will be asked to provide photo and address identification and, where relevant, financial information via our verification providers. We may request further information and if this is necessary, we will do so promptly to minimise delays in your matter.

14. Proof of Identity

14.1 To comply with the above requirements, you must generally provide satisfactory proof of identity, usually one photo ID and one recent proof of address. We may refuse or delay acting if this is not provided. We are unable to start acting for you until our proof of identity checks have been completed to our satisfaction. Even if you are a well-known and long-established client of our firm, the rules leave no room for discretion.

14.2 Identity checks should be completed via one of our electronic verification providers, e.g. tmVerify 365, for which a £15 plus VAT charge is made per person per check.

14.3 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.

14.4 For corporate clients and other entities, we will also require evidence of the entity, confirmation of authorised signatories and verification of persons with significant control.

14.5 Our electronic verification providers check the details you supply against various databases to which they have access. A record of that search will be retained for our purposes. A soft footprint will be left on your record to indicate that an identity check has been conducted; however, we confirm that this footprint is not visible to anyone but you and will not affect your credit score.

14.6 Information about how tmVerify 365 uses your data is enclosed with these Terms.

15. Source of Funds and Source of Wealth

15.1 Under the anti-money laundering legislation, we are also required to verify source of funds and your source of wealth. By instructing us, you agree to provide any information or evidence we require for these checks.

15.2 We will not be able to proceed unless satisfactory evidence is provided.

16. Conflict Checks

16.1 If an actual or potential conflict of interest arises between you and another client or employee or Partner of mfg, we will discuss this with you and determine the appropriate course of action. We may be unable to continue acting to protect your interests.

17. Limited Companies and other Entities

17.1 When accepting instructions for a limited company or other entity, we may require a director or controlling shareholder to provide a personal guarantee for our fees and expenses. Any such guarantee will be set out in a separate written guarantee signed by the guarantor. If a guarantee is refused, we may stop acting and require immediate payment of our fees and expenses as set out in the Schedule of Work.

TERRORISM ACT 2000, PROCEEDS OF CRIME ACT 2002 AND THE MLRs

18. Generally

18.1 "Proceeds of crime" include any money, property or assets derived from criminal activity.

18.2 Under the Terrorism Act 2000, the Proceeds of Crime Act 2002 and the MLRs we are prohibited from acting in matters involving criminal property or terrorist financing, or any arrangement relating to such activity including conduct that would be unlawful in the UK, including tax evasion.

18.3 Whilst we are under a professional and legal obligation to keep your information and affairs confidential, we are legally required to report to the National Crime Agency ('**the NCA**') where we have reasonable grounds to suspect money laundering or terrorist financing. We may do so without notifying you and may need to suspend or delay your matter while seeking consent to proceed. We accept no liability for any resulting delay, loss or aborted transaction.

18.4 The NCA may permit or refuse continuation of the matter and may share information with other authorities, including HM Revenue and Customs which may lead to investigation or proceedings.

18.5 These legal obligations may override our duty of confidentiality. Please see the Confidentiality section above. We may be prohibited from telling you that a report has been made or explaining the reasons for any resulting delay. Any work undertaken to comply with these obligations will be charged in the same way as other work on your matter.

CLIENT MONIES

19. Client Monies

19.1 We are required to ensure that client money is kept safe, used only for its intended purpose and held separately from mfg funds, in accordance with SRA requirements.

19.2 Funds held on your behalf will usually be placed in our general client account, although in some cases they may be held in a designated account.

19.3 Where permitted by the SRA Accounts Rules, we may apply money held for you towards payment of a bill or other written notification of costs properly delivered to you. We will give you prior written notice before doing so unless application of the money has already been expressly agreed. We will not apply money held for a specific purpose to another purpose without your authority, except where permitted or required by law or the SRA Accounts Rules. We will not apply money belonging to another person towards your liabilities merely because that person is associated with you.

19.4 If we have given a professional undertaking on your behalf which relies on funds held for you or due from a third party, such as a lender, and those funds become unavailable, for example due to bank or lender failure, you must promptly provide replacement funds and reimburse any costs, interest or expenses we incur in meeting that undertaking.

20. Interest on Client Monies

20.1 We will account to you for a fair sum of interest on client money held by us on your behalf, in accordance with the SRA Accounts Rules. In assessing what is fair and reasonable, we may take account of the amount held, the period for which it is held, the rate obtainable on an instant-access client account, any interest or administrative costs attributable to the money, and whether the money is being held for an imminent payment or specific transaction.

20.2 Client money is normally held in instant-access accounts to facilitate transactions and is held only as part of carrying out your instructions. The interest payable under this policy may therefore be less than you could obtain if you held or invested the funds yourself. Our client account is not intended to provide a banking or investment facility.

20.3 As a general administrative threshold, we will not normally pay interest where the amount calculated under this policy is £50 or less. We will not apply this threshold where, having regard to the particular circumstances, doing so would result in you not receiving a fair sum of interest.

20.4 Interest will be paid where the sum of money held exceeds the amount shown in the table below and the sum is held for a time exceeding those periods:

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

20.5 We will not pay interest in certain circumstances, including where funds are held for disbursements subject to delayed settlement, where we have advanced funds on your behalf, where money is held as a contractual deposit after exchange or where there is an agreement to contract out of this policy.

21. Protection of Client Monies

21.1 We hold client funds with National Westminster Bank plc and other UK clearing banks regulated by the Financial Conduct Authority (‘**the FCA**’).

21.2 The Financial Services Compensation Scheme (‘**the FSCS**’) protects eligible deposits if a bank fails, up to the applicable limit (currently £120,000 per client per authorised institution). This limit applies in total to funds you hold personally with the same bank, which may reduce the compensation available to funds we hold on your behalf.

21.3 In the event of a bank failure, we may disclose details of client funds held in our accounts to the FSCS where necessary to support a compensation claim. Please see the Confidentiality section above. If you ask us not to disclose this information where you are entitled to do so, the FSCS may be unable to pay compensation to you.

21.4 We are unlikely to be liable for any losses arising from the failure of a bank holding client funds.

INSTRUCTIONS

22. Acceptance of Instructions

22.1 We accept or decline instructions in accordance with SRA Standards and Regulations and, as covered above, carry out conflict checks at onboarding stage. Where a conflict arises, or may arise, we may be unable to act or continue acting and will inform you.

22.2 We will allocate work appropriate to personnel experience and your matter's complexity and value. Some work may be carried out by non-qualified personnel under the supervision of qualified personnel.

22.3 Where there is more than one client, obligations are joint and several. Unless agreed otherwise in writing, we may accept instructions from any one of you on behalf of all.

22.4 If you provide instructions on behalf of a company or another person, you confirm that you are authorised to do so. If that confirmation is materially incorrect, you will be responsible for reasonable loss and expense directly incurred by us as a result, except to the extent caused by our own negligence or breach of duty.

22.5 Unless we agree otherwise, we will act as your only solicitors in relation to the work described in the Schedule of Work. You must tell us if another adviser is instructed, or may be instructed, on the same or overlapping issues so that responsibility, confidentiality, privilege, conflicts and communications can be managed appropriately.

22.6 If you require us to begin work within 14 calendar days of instruction, you must confirm this in writing using the form provided, as it may affect your cancellation rights, covered below.

23. Changes in Circumstances

23.1 You are responsible for ensuring your contact details are accurate and must notify us promptly in writing of any changes.

23.2 You should also inform us of any changes in your circumstances (including financial circumstances) as soon as possible so we can update our records and ensure your matter continues to be managed appropriately.

24. Your Responsibilities to Us

24.1 In addition to those responsibilities set out in the Schedule of Work, you must provide clear, timely and accurate instructions, supply all necessary information and documentation promptly to enable us to act.

24.2 Your dealings with us must be honest, straightforward and complete and you must not ask us to act in an improper, unreasonable or unlawful way.

24.3 Please ask us if you are unsure about any aspect of your matter or these Terms. Please also tell us if you have a disability, communication need, vulnerability or other circumstance that may affect how you use our services. We will discuss reasonable adjustments and appropriate communication arrangements with you.

You may authorise us to communicate with a nominated person, subject to appropriate authority, confidentiality and capacity checks.

25. IT Function and Compatibility

25.1 We use Microsoft 365 and can encrypt communications using Mimecast. While we aim to ensure compatibility, some older Microsoft Office versions may not support our documents; we can usually assist with any issues.

25.2 We use Webroot Endpoint Protection for security and Adobe Acrobat DC for creating and reading PDF documents.

26. Use of Artificial Intelligence

26.1 We utilise artificial intelligence ('**AI**') tools and systems in the course of delivering legal services and managing client matters. Such use may include, but is not limited to, document review, legal research, drafting assistance, data organisation, and workflow automation. All AI outputs are subject to review and oversight by a qualified legal professional to ensure accuracy, relevance and compliance with applicable professional and regulatory obligations. We do not delegate legal judgment to AI systems and remain fully responsible for the advice and services provided to clients.

26.2 Where we use AI tools, we will take reasonable steps to protect confidentiality, personal data and information security, including assessing the provider and applying appropriate contractual and technical safeguards. We will not knowingly input confidential or personal data into a publicly accessible AI service unless appropriate confidentiality, data-protection and information-security safeguards are in place. Any use or disclosure of client information will be governed by the Confidentiality section above, our Privacy Policy and our legal and professional obligations.

26.3 If you provide us with correspondence, documents, analyses or queries which are or which we suspect to be generated or substantially assisted by artificial intelligence, we may be required to undertake additional work to verify the accuracy and relevance of that material and respond to queries or issues raised. Any such additional work will be charged at the applicable hourly rates and may result in our fee estimate being revised. Where reasonably practicable, we will notify you in advance of any material increase in costs.

27. Changes in Law and Critical Dates

27.1 Unless instructed otherwise, once our work is complete and the file closed, we will not update you on changes in the law or future critical dates. If you require this, we will charge on a time basis for any necessary review and advice.

28. Ending Our Instructions

28.1 You may terminate your instructions at any time in writing, but we may reserve the right to retain your papers and documents until all fees, disbursements and expenses are paid.

28.2 We may cease acting for good reason, for example non-payment of an interim bill, a conflict of interest or failure to meet your obligations under these Terms. We will provide reasonable notice where we do so.

28.3 Whether you or we end the retainer, you are responsible for our fees, disbursements and expenses up to that point, calculated on an hourly basis plus expenses or as a proportion of any agreed fee, as set out in the Schedule of Work.

29. Storage of Papers and Documents

29.1 Please see our Data Retention Timeframes at the end of this document.

29.2 If, after your file(s) have been closed and papers archived, we are required to retrieve papers or documents from storage, we will not usually charge for retrieval. However, we may charge for time spent producing requested documents (including printing) and for any work required to review or act on them. Such charges will be notified to you at the relevant time.

29.3 If you terminate your instructions and request the return of stored papers or deeds, we may charge a reasonable fee for retrieval and collation.

29.4 Original Wills, deeds and other documents are stored securely and usually free of charge. We reserve the right to charge in exceptional circumstances, including for arranging their removal from safe custody.

30. Reporting Concerns

30.1 We are committed to providing high-quality legal advice and client care. If you are dissatisfied with our service, please inform us promptly so we can seek to resolve the issue.

30.2 You should first raise any concerns with the person handling your matter or their manager. If you prefer not to do so, or remain dissatisfied, you may contact the head of the relevant team. We will tell you who is responsible for handling your complaint and the timescale within which we will respond.

30.3 If your concerns are not resolved, you may make a formal complaint in writing. We will review your file, investigate the issues raised, and respond in accordance with our Complaints Handling Procedure, which may include arranging a meeting.

30.4 Our Complaints Handling Procedure can be found here: Complaints Handling Procedure - mfg Solicitors. A paper copy is available upon request.

30.5 If we have not resolved your complaint within eight weeks, or you remain dissatisfied with our final written response, you may be entitled to ask the Legal Ombudsman to consider it. You must refer your complaint to the Legal Ombudsman within six months of our final written response, and ordinarily within one year of the act or omission complained of (or within one year of when you should reasonably have known there was cause for complaint).

30.6 The Legal Ombudsman can be contacted at PO Box 6806, Wolverhampton WV1 9WJ, by telephone on 0300 555 0333, by e-mail to enquiries@legalombudsman.org.uk, or via www.legalombudsman.org.uk. Its current contact details and the applicable time limits are also set out in our Complaints Handling Procedure and on its website.

30.7 The Legal Ombudsman deals with complaints about the service we provide. Concerns about our professional conduct or behaviour may be raised with the Solicitors Regulation Authority, whose contact details are available at www.sra.org.uk. You may also have a right to challenge our bill by applying to the court for an assessment under Part III of the Solicitors Act 1974; different time limits apply and you may wish to obtain independent advice.

31. Cancellation Rights

31.1 Where you instruct us as a consumer and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply, you may cancel the contract within 14 days without giving a reason. This right applies where our agreement is made away from our offices (an off-premises contract) or without us meeting in person, for example by telephone, e-mail or online (a distance contract); it does not apply where the agreement is concluded in person at our offices. Details of how to cancel, including a model cancellation form, are provided with the Letter of Engagement.

31.2 If you change your mind about instructing us, you may cancel within the 14 day period by notifying us in writing using the form provided. Unless you ask us in writing to begin work sooner (see below), we will not start work on your matter until the 14 day period has expired.

31.3 If you ask us in writing to begin work during the cancellation period and then cancel, you must pay a proportionate amount for the services supplied up to the time we receive your cancellation. If, at your express request and with your acknowledgement, we complete the service during the cancellation period, your right to cancel may be lost.

32. Notices

32.1 Any notice given to us must be in writing and sent to us at our registered office address.

32.2 Any notice given by us will be in writing and sent to you at your last known postal and e-mail addresses known to us.

FEES

33. Fees and Expenses

33.1 Our fees are set out in the Schedule of Work, which will either be fixed, capped or estimated, according to our hourly rates.

33.2 Capped and estimated fees are calculated by reference to time spent on your matter, including advising, meetings, correspondence, calls, travel, and attendance at hearings or site visits. Routine communications are charged in 6-minute units. Rates are reviewed annually (from 01 May) and may be varied during the year on 30 days' written notice. Any estimate provided may be revised as the matter progresses.

33.3 We may charge for travel expenses (including parking), bulk copying, scanning and certain document production, as well as international calls. Copying charges range from 5p to £1.00 per page (or at cost if outsourced). Our fees and any taxable expenses and disbursements are subject to VAT at the prevailing rate; some disbursements may fall outside the scope of VAT.

33.4 Our fees take into account factors such as complexity, urgency, required expertise and (where relevant) value. If the matter becomes more complex or requires work outside normal hours, we may increase our charges and will notify you.

33.5 We will inform you of any significant additional work and keep you updated on costs. If you have any queries about our charges, please contact the fee earner responsible for your matter.

34. Anticipated Expenses and Disbursements

34.1 By instructing us, you authorise us to incur such expenses and disbursements as we consider necessary, unless you instruct otherwise. You must reimburse these costs and we will inform you before incurring any significant expense.

34.2 A summary of anticipated expenses and disbursements is set out in the Schedule of Work, but additional costs may arise as your matter progresses. We may require you to place funds on account before incurring disbursements.

35. VAT

35.1 We are VAT registered (VAT No. GB 855 1514 29). All figures quoted are exclusive of VAT, which will be applied to fees and any taxable expenses and disbursements at the prevailing rate.

36. Other Party's Charges and Expenses

36.1 In some cases, you may be entitled to recover some or all of your costs from another party. However, that party may not be required or able to pay the full amount. You remain responsible for our charges and expenses in the first instance, and any recovery will be a contribution towards them. If the other party is legally aided or publicly funded, recovery is unlikely.

36.2 If you are successful and a court orders another party to pay your costs, interest may be recoverable from the date of the order. We will account to you for such interest to the extent you have paid our charges or expenses, and we are entitled to the balance.

36.3 You are responsible for our costs of recovering any sums awarded.

36.4 If you are unsuccessful, you may be ordered to pay the other party's legal costs in addition to our charges and expenses. Insurance may be available to cover this risk—please discuss this with your fee earner if relevant.

36.5 You should check whether you have legal expenses insurance under any policy, as we will not do so unless specifically instructed.

37. Public Funding and Insurance

37.1 We are happy to discuss whether Public Funding or any alternative funding or insurance may be available for your matter. Please also refer to the Schedule of Work for further information.

BILLING

38. Billing

38.1 We may issue interim bills for fees, disbursements and expenses during your matter and will provide a cost update at least every six months. A final bill will be sent once the work is completed. You are responsible for all fees, disbursements and expenses incurred, regardless of the outcome. By instructing us, you agree to receive bills electronically (by e-mail or other digital format).

38.2 Bills must be paid within 14 days unless already settled in advance. If a bill remains unpaid after that date, we may charge interest on the outstanding amount at 8% per annum, calculated daily from the payment due date until payment. We may also seek to recover reasonable costs actually incurred in pursuing an overdue

payment, to the extent permitted by law. We will not charge twice for the same loss or recovery activity.

38.3 If payment is not made promptly, we reserve the right to stop acting for you. You will remain liable for all work carried out up to that point. If a bill remains unpaid for more than one month, we may suspend work on this and any other matters until all outstanding balances are cleared.

38.4 If you have any queries, please contact the case manager handling your matter.

PAYMENTS

39. Bank Details

39.1 We will confirm the account you should use for payment in our bill or client funds request.

39.2 We operate two accounts:

(a) an **office account** for payment of bills; and

(b) a **client account** for holding funds on account.

39.3 Our bank details will not change during the course of a transaction. We will confirm our bank details to you for each transaction you instruct us on. Please ensure you check our bank details with each new instruction to us, in the event we have changed bank details.

39.4 To protect against fraud:

(a) We will only use secure encrypted e-mail to notify you of any bank detail changes;

(b) If you receive a message suggesting our bank details have changed, please call us using the number on our letterhead to verify.

(c) If you receive a suspicious call, hang up and call us back (wait at least 5 minutes or use a different phone).

(d) If you are ever unsure about a payment request or asked to provide bank details, contact us directly before taking action.

39.5 We will not be responsible for loss resulting from payment to an incorrect or fraudulent account where the loss was not caused by our negligence, breach of duty or failure to comply with agreed security procedures.

40. Payment

40.1 We accept all major debit and credit cards for payment of fees, disbursements and expenses except for American Express. Amounts payable are confirmed in the Schedule of Work.

40.2 Any funds due to you will be paid directly into your bank account, typically by BACS or CHAPS. We no longer issue payments by cheque in line with current banking practices.

40.3 You will be notified when a payment is made. We will charge for CHAPS payments, as set out in the Schedule of Work. We do not charge for BACS transfers.

40.4 Any payments due to you will be made by bank transfer to your standard bank account. We are not able to make payments due to you to any third party.

41. Payment on Account of Fees and Expenses

41.1 We may ask you to make advance payments towards our fees, disbursements and expenses (e.g. searches or court fees) to help avoid delays in your matter.

41.2 Money paid on account is not a fixed quotation or cap on our charges unless we expressly agree otherwise in writing. We may use money held on account to pay a bill or written notification of costs in accordance with the SRA Accounts Rules. You remain responsible for charges and expenses exceeding the amount held.

42. Payment of our Bills by Third Parties

42.1 All bills will be addressed to you as our client in line with our client care documents.

42.2 If there is a contractual reason to do so, and at our discretion we can agree for a third party to pay our bill. If this is agreed, we will mark the bill "payable by a third party", but still address it to you as our client.

42.3 Acceptance of payment from a third party does not make that person our client, give that person any right to receive confidential information or release you from responsibility for our charges. You remain liable for any amount not paid by the third party unless we expressly agree otherwise in writing.

43. Cash

43.1 We do not accept cash payments unless agreed in advance.

43.2 If cash is deposited into our client or office accounts without prior agreement, we may charge for any additional checks required to verify the source of funds, along with an administration fee.

43.3 We do not make payments in cash.

44. Cheques

44.1 If you pay by cheque (including deposits), please allow up to seven working days for the funds to clear. We cannot use the funds until this clearance period has passed.

44.2 We recommend payment by bank transfer, as this method is treated as cleared funds.

45. Commissions

45.1 Unless otherwise agreed in writing, we will account to you for any commission we receive in relation to share transactions, investments or insurance arranged on your behalf.

GENERAL MATTERS

46. Third Parties

46.1 Should you wish to pass any advice we have provided on to a third party, we will not accept liability to that third party unless previously agreed in writing.

46.2 If you ask us to introduce you to another professional adviser or consultant, any services or advice they provide will be their responsibility directly to you, and not our responsibility. Where necessary to make the introduction or progress your matter, we may share relevant information with them in accordance with the Confidentiality section above.

47. Financial Services and Insurance Distribution

47.1 If you require investment advice during your matter, we may provide limited services where these are directly related to the legal work we are carrying out for you.

47.2 We are not authorised by the FCA. However, we are registered with the FCA to carry out insurance mediation activities, including advising on, arranging and administering insurance contracts. The FCA register is available here: Register Home Page.

47.3 These activities, including complaints and redress arrangements, are regulated by the SRA.

47.4 Where required, we will advise you to seek independent financial or insurance advice from an FCA-authorised adviser.

48. Tax Advice

48.1 We provide tax advice only where it is expressly included in the Schedule of Work. Unless the Schedule of Work states otherwise, we do not advise on tax consequences and you should obtain advice from a suitably qualified tax adviser. Where tax advice is within scope, our advice will be limited to the taxes and issues expressly identified in the Schedule of Work.

48.2 In conveyancing matters, we are required to ask you questions to establish your position for Stamp Duty Land Tax purposes. Based on the information you provide, we will indicate whether you should seek independent tax advice.

48.3 For estate planning, probate matters and employment settlement agreements, we will consider your circumstances and advise if it is appropriate for you to obtain independent tax advice.

48.4 You are responsible for obtaining advice from a suitably qualified and regulated tax adviser (such as an accountant) in relation to any tax issues arising from your matter. This includes, but is not limited to, Stamp Duty Land Tax, Capital Gains Tax, Income Tax, VAT, Inheritance Tax and any other applicable taxes.

48.5 We are registered with HM Revenue and Customs as a tax adviser. In accordance with our legal and regulatory obligations, we may be required to provide information to HMRC. By instructing us, you agree to provide any information reasonably requested for this purpose.

49. Foreign Law

49.1 We do not advise on the law of jurisdictions outside England and Wales. This includes, but is not limited to, matters such as the acquisition of overseas property.

50. Intellectual Property

50.1 Unless otherwise agreed, all copyright in documents and materials we create in the course of our work remains with us.

50.2 You may use those documents for the purpose for which they were prepared. You must not disclose them to third parties without our prior written consent. We accept no responsibility to any third party who relies on them.

51. Limitation of Liability

51.1 We will not be liable (whether in contract, tort (including negligence), or otherwise) for:

(a) any indirect or consequential loss or damage;

(b) any loss of profit, business, goodwill, anticipated savings or other economic loss, in each case to the extent that such loss was not reasonably foreseeable at the time of our engagement; or

(c) any loss arising from the acts, omissions, fraud or default of any client, counterparty or their advisers.

51.2 Subject to the remainder of this section, our aggregate liability arising from any one matter or from a series of related acts or omissions in connection with that matter will not exceed £3,000,000. Nothing in these Terms excludes or limits liability to the extent that it would be unlawful or contrary to the SRA Standards

and Regulations or the minimum terms and conditions of our professional indemnity insurance to do so. In particular, no limitation applies to liability for fraud, fraudulent misrepresentation, or death or personal injury caused by negligence.

51.3 Where another person is also responsible for your loss, our liability will be limited to the amount that is fair and reasonable having regard to our responsibility for that loss. This provision will not operate to reduce our liability below a level permitted by applicable law and professional regulation.

51.4 You agree that we will not be liable for more than our fair share of any claim, including where another party is unable to meet their liability.

51.5 Your contract is with mfg Solicitors LLP only. No Partner, consultant or employee will have personal liability to you for any work carried out, and all services are provided on behalf of the firm.

52. Acceptance and Conclusion

52.1 If you wish to instruct us on your matter, please do so by either:

(a) signing and returning the Schedule of Work and these Terms, whether physically or digitally; or

(b) confirming by e-mail for us to proceed.

52.2 We hope that 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 the fee earner responsible for your matter.

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

Data Retention Timeframes

Any type of matter not listed will be held for 7 years before being destroyed.

Agriculture and Rural Affairs	
15 Years	• All matter types

Corporate	
7 Years	• Company Administration • Contract Advice • Data Protection Advice / Agreements • Regulatory Advice • Terms of Business
12 Years	• Acquisition / sale – business / shares • Agency agreements • Banking • Charitable incorporated organisations • Commercial agreements • Commercial real estate development / regeneration • Company formation (charitable corporation, CIC, IPS, private limited by guarantee, shares) • Distributorship agreements • Franchise agreements • General / independent advice • IP / IT advice / agreements • Joint ventures • LLPs • Partnerships • Private equity • Reorganisation • Shareholders agreements

Employment	
7 Years	• All matter types

Family: Agreements	
7 Years of Specified Review	• Living together • Pre-nuptial • Post-nuptial

Family: Child Related Matters	
7 Years from Child's 18th	• Adoption • General advice • Private law (issued and non-issued) • Public law (privately funded) • Schedule 1 Children Act proceedings • Special guardianship • Surrogacy

Family: Divorce Matters	
21 Years	• Financial remedy only • Main suit • Main suit plus financial remedy (issued and non)

Family: General Matters	
7 Years	• Change of name deed • Child maintenance • Cohabitee dispute • General advice • Injunction proceedings • Judicial separation proceedings • Separation agreement • Statutory declaration

Litigation: Children Matters	
7 Years from Child's 18th	• Medical negligence • Personal injury

Litigation: General Matters	
7 Years	• Civil / Commercial • Medical negligence (generally) • Professional negligence
15 Years	• Medical negligence (lifetime / provisional damages) • Negligence • Personal injury

Notary	
7 Years	• General advice
12 Years	• Charity
100 Years	• Notary public

Private Client	
7 Years	• Tax returns
21 Years	• Administration of estate • Grant of probate
120 Years	• Estate planning • Wills files
Trusts	• 7 years from termination of trust • 125 years whilst trust is still active

Real Estate	
7 Years	• General • Sales • Transfers
12 Years	• Acting for borrower in new legal charge • Acting for lender • Energy sector • Purchases
15 Years	• Deeds of easement
Commercial Leases	• Length of term plus 7 years

Residential Conveyancing	
7 Years	• Assent • General advice • Sales
15 Years	• Enfranchisement • Leasehold extension • Plot sales • Purchases • Remortgage • Transfer of equity
Leasehold and Tenancy	• Length of term plus 7 years

Tax and Succession Planning	
7 Years	• EPA / LPA creation or registration • Tax enquiries
21 Years	• Business succession planning • Declarations of trust • Deed of variation • Post death advice • Trustee or CGT advice
40 Years	• Agricultural estates
45 Years	• Complex IHT 400
120 Years	• Wills and estate planning • IHT planning • Lifetime planning • Original LPA
125 plus 7 Years	• Trusts supplementary documents
132 Years from Date of Trust	• Lifetime planning and trust creation

Destruction of Files
Once the retention period relating to your matter has passed, physical documents will be securely shredded and electronic files, including all personal data and accounts records, will be permanently deleted. If, upon checking the physical file prior to destruction, any original documents are located, these will be returned to you.
Files will be destroyed without further reference to yourself. If for any reason you wish to keep a copy of your file, before it is destroyed, please contact us.