

Jackamans

SOLICITORS

TERMS OF ENGAGEMENT

(VERSION 11 : 07:18)

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A. SERVICE STANDARDS

1. OUR AIM

- 1.1. Our aim is to offer all our Clients a quality legal advice supplied in a professional manner and at a cost which is fair for both the Clients and us.
- 1.2. To support this, we are setting out from the start the standards that we shall apply, and the basis upon which we shall provide our professional services.

2. OUR COMMITMENT TO YOU

- 2.1. We shall represent your interests to the best of our ability and particularly we shall:
 - Keep you regularly informed of progress with your matter and certainly by writing to you at least every 6 weeks unless we agree to the contrary;
 - Communicate with you in plain English, trying to avoid using technical legal language;
 - Explain the legal work that is required;
 - Advise you regularly (and certainly every 6 months) of the costs incurred to that time and of the costs/risk benefit of pursuing the matter further;
 - Update you on whether the likely outcomes still justify the likely costs and risks whenever there is a material change in circumstances;
 - Notify you at the outset if possible of a likely timescale of the matter and/or each stage of it, then update you from time to time on this;
 - Review continuously as to whether there are any alternative methods by which your matter can be funded;
 - Deal promptly with any queries that you raise but, while always protecting your interests, this is subject to the normal delays resulting from volume of work for the fee earner concerned and the need to prioritise response times fairly for clients in general.
- 2.2. **In addition to meeting these specific commitments, our aim is to offer all our Clients an efficient, effective and high quality service at all times. We trust that you will be happy with the work that we do for you. However, should there be any aspect of our service with which you are unhappy (including any bills we ask you to pay), you have the right to complain. In that event, please raise your concern in the first place with the Fee Earner dealing with the matter or the Supervising Partner. If you still have queries or concerns, then you should contact the Client Care Partner, Paul McGrath.**
- 2.3. If we cannot resolve your concern in this way, we have a formal Complaints Procedure (as set out on our website but which can be supplied to you on demand). We have eight weeks to consider your complaint. If we have not resolved it within this time you may complain to the Legal Ombudsman who can be reached at PO Box 6806 Wolverhampton WV1 9WJ (tel: 0300 555 0333; email: enquiries@legalombudsman.org.uk website www.legalombudsman.org.uk).
- 2.4. 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 of this period, within three years of when you should reasonably have been aware of it). Alternative Complaints Bodies exist which are competent to deal with complaints about legal services should both you and our firm wish to use such a scheme, and the identity of such Alternative Bodies shall be notified to you in writing if your complaint has not been resolved by our internal complaints procedure.
- 2.5. Please note that as Solicitors and Officers of the Court we are subject to regulation, both by the Solicitors Regulatory Authority and by the Court. It is possible therefore that we may have

to decline to act upon certain of your instructions if they would conflict with our statutory or professional duties. You can obtain a copy of the Solicitor's Handbook from the SRA's website at this link: <http://www.sra.org.uk/solicitors/handbook/welcome.page>.

- 3.6 Conduct related complaints against solicitors handling your matter will be dealt with by the SRA. Conduct related matters against Chartered Legal Executives/CILEX Practitioners or other CILEX members will be dealt with by CILEX Regulation.

3. RESPONSIBILITIES

- 3.1. Save where notified to you to the contrary, a specified fee earner will have conduct of your case (subject, if appropriate, to the supervision of a senior fee earner).
- 3.2. Whilst we shall try to ensure continuity, we reserve the right to ask other fee earners to deal with the matter either temporarily (eg where the original fee earner is away from the Office or where a specific part of the case is better dealt with by another) or permanently (eg when a fee earner leaves). We shall notify you of any significant change and shall not charge you a higher hourly rate without your prior approval.
- 3.3. We shall :-
- Review your matter regularly (at least every 6 weeks unless agreed differently)
 - Advise you of any relevant changes in the law whilst we are handling your case
 - Advise you of any circumstances or risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your case.
- 3.4. We require you to :-
- Provide us with clear, timely and accurate instructions
 - Inform us as soon as possible of any changes in your situation as may be relevant to your case
 - Provide in a timely manner all documentation required by us
 - Safeguard any documents which may be needed to be disclosed to the other side.

4. CONFIDENTIALITY

- 4.1. At all times, we shall respect the confidential nature of any information which we receive from you, subject only to any duty there is upon us to disclose such information to comply with the various legislative and regulatory obligations.
- 4.2. We are professionally and legally obliged to keep your affairs confidential. However, solicitors are required by statute to make a disclosure to the Serious Organised Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. It may be that we have to report a third party, another professional or another firm's client. 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. If so, we accept no responsibility for any loss caused or other consequence whatsoever. If we are required to spend time addressing such issues in your case, you agree that time will be charged in the same manner as any other work undertaken in your case.
- 4.3. From time to time, we may need to involve other professional advisers to assist us proceed with your case. Additionally, we may involve other support services to assist us either with the handling of your case (eg a Costs Draftsman) or the running of our Practice (eg IT contractors). These may need access to details about you or your case. Unless you inform us to the contrary, we shall assume that you have no objection to us disclosing information and discussing it as we deem appropriate.
- 4.4. Please note that we may be required to disclose details of your case to external firms or organisations (such as our accountants or the Legal Services Commission) which may

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

- 4.5. Email encryption can help to safeguard information transferred electronically but many clients may find it difficult to use. For this reason we will not be using encryption but can use it if you request it.

5. FINANCIAL AND INSURANCE ADVICE AND AUTHORISATION AND INVESTMENT ADVICE.

- 5.1 We are not authorised by the Financial Conduct Authority for financial, investment, or insurance advice or mediation. We are, however, included on the register maintained by the Financial Conduct Authority so that we may carry on insurance mediation activity, which is broadly the advising on and selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/register. We are regulated by the Solicitors Regulation Authority ("SRA"), which is the independent regulatory arm of the Law Society of England and Wales. If you are unhappy with any investment advice or insurance advice you receive from us you should raise your concerns with the SRA.

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society. The Legal Ombudsman deals with complaints against lawyers.

5.2 Financial Services and Markets Act ("FSMA")

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 some limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are regulated by the SRA, which is a designated professional body for the purposes of the FSMA.

Our role in any transaction is that of legal adviser and it is not part of our function to give advice on the merits of any transaction in investments. When providing our services we will assume that you have decided or will decide to negotiate or enter into any such transaction solely on the advice you may receive from a person authorised under the FSMA. No communication from us is intended or should be construed as an invitation or inducement to you or to anyone else to engage in investment activity.

6. MONEY PAID TO US

- 6.1. We are happy to accept payment from you by way of a Bankers Draft or cheque drawn on, or direct transfer from, your own personal or business account with any of the major UK Banks or Building Societies. However, we reserve the right not to treat the money as received by us until our Bank confirms the sum as cleared funds. We are not obliged to take any steps to speed up the normal bank clearing process but, if we chose to do so at your request, you will be responsible for an administration fee and any charges incurred.
- 6.2. We are prepared to accept cash from clients to a total sum of £500. If you wish to pay cash in excess of this (either to us or directly into our Bank Account), you must first seek our prior agreement, whereupon we may decide to charge you for any additional checks we feel appropriate to enable us to comply with our obligations (eg for "money laundering").
- 6.3. All monies received by us will usually be credited to our general undesignated Client Account. Where required by you or where we otherwise consider this to be appropriate, monies liable to earn interest may be held on a separate designated deposit account with a nominated bank or other financial institution. If this is required by you, instructions are required in writing, whereupon we will open such a deposit account. A charge for opening such an account will be made to cover any bank charge together with a reasonable administration fee. Subsequent

transfers between the designated deposit account and our undesignated client account in which monies may be held will be subject to similar charges. The interest actually earned (less the charges referred to) will belong to you.

- 6.4. We will calculate interest from time to time or at the conclusion of the transaction on balances held for you in our general undesignated Client Account. Interest will be calculated from a period commencing 5 working days after payment into the Account (however received by us) subject to appropriate minimum amounts and periods of time. However, no interest will be payable unless, for each individual matter, the total interest accumulated exceeds £50 in the period of deposit.
- 6.5. Any interest earned on money held in a separately designated Client Account will be credited to that account from time to time.
- 6.6. Unless otherwise stated, all interest will be paid gross without deduction of tax and should be declared by you for Income Tax purposes.
- 6.7. Upon conclusion of a matter, we may be left with a sum due to you which we shall look to return where appropriate.
 - 6.7.1. Where it is £10 or less and we are not then acting for you in any other matter, we shall pay this money to charity (unless you give a prior indication that this is not acceptable).
 - 6.7.2. Where it is a sum over £10 but under £50, we shall make a reasonable effort to pay this to you but reserve the right to pay the sum to charity if a second attempt to return it is unsuccessful; or we are not easily able to locate you; or we have held the money for over 6 months.
 - 6.7.3. Sums over £50 will be returned to you where reasonably possible. However, we reserve the right to pay it to charity particularly if the costs involved in doing so are disproportionate and/or we are unable to trace you within an appropriate period.

6.8 **SOURCE OF FUNDS**

Money Laundering Regulations apply to the firm and we are required to ascertain the source of funds that you provide to us in respect of a matter. We may ask for additional documents or accounts which show the source of funds to satisfy our legal obligations which may include proof of savings, release of pension, sale of shares, sale of another property, Inheritance, dividends from a UK Company, gambling winnings, compensation award, gifts or other sources. In the absence of proof of source of funds it may not be possible for us to continue acting for you in respect of the matter in hand.

6.9 **CYBER CRIME**

Please be aware of Cyber Crime and always contact us before transferring any money. Cyber criminals have been able to intercept communications between solicitors and clients and tricked victims into sending funds to the wrong Bank Account. If you receive an e-mail from us requesting Bank details, or requesting that you send money to an alternative account, please telephone us in order to clarify the position by a secure communication. Do not accept a change of account detail from us without it being securely verified by direct contact. Jackamans cannot take responsibility if you transfer money to the wrong Bank Account. Secure methods for confirming Bank Account details will be by telephone call, correspondence and fax or in person.

7. **TAX ADVICE**

- 7.1. Please note that, in dealing with any aspect of your matter, we shall not consider the tax implications of the advice that is being given save where we are specifically instructed to advise on tax matters. In that event, we may need to refer you to an appropriate expert to obtain that advice.

8. **TERMINATION**

- 8.1. We expect to continue to act in any matter in which we have accepted instructions from you until that matter is completed. However, you may bring your instructions to us to an end at any time by giving us written notice to this effect.
- 8.2. We may decide to stop acting for you only if there is a good reason (including the non payment of any fees or disbursements due to us, or if we believe a conflict of interest may arise) and on reasonable notice to you.
- 8.3. If instructions are terminated by either you or us then you confirm that you will be liable for the fees arising and payments made or committed up to the date of the termination of the instructions. We must reserve the right to seek from you any costs or payments for work that is necessary either to ensure your position is not prejudiced by that termination (and we are hereby authorised to carry out such work as we see fit notwithstanding such termination) or to enable us to transfer or otherwise deal with the matter as you may request following the notice of termination.
- 8.4. We reserve the right not to release any papers, documents or any other items held by us as may belong to you whilst there remains money owed to us by you for our charges and expenses.
- 8.5. If as a result of circumstances beyond our control, we are not able to meet any deadline for part or all of the work we have agreed to do for you, then any such failure on our part will not constitute a breach of the agreement between us and we shall not be otherwise liable to you to the extent that it is attributable to the circumstances as notified to you.

9. PAPERS AND DOCUMENTS

- 9.1. Following the conclusion of the matter, we will keep our file of papers in storage for at least 6 years (or other agreed period) following the date of the final bill sent to you. This is on the understanding that we have your authority to destroy the papers at the end of that period.
- 9.2. After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.
- 9.3. In the future, we may consider storing documents in an electronic format. If so, we shall assume that you have no objection (including the destruction of the original documents) unless you notify us to the contrary prior to the conclusion of your matter (to enable us to note the file accordingly). Later notification will be taken into account where practical. Where you do not want us to store your documents electronically, we shall forward the papers to the last address we hold for you whereupon our responsibility for those papers will cease.
- 9.4. At your request, we will consider agreeing to hold other documents (eg Wills, Deeds and other securities) to be held in safe custody on your behalf. These will not fall to be destroyed after any period of time but will be retained by us until you require their release or return to you.
- 9.5. Any such files, papers, documents or the like that are held by us are at your risk. We accept no responsibility for any accidental loss or destruction with regard thereto.
- 9.6. No charge will be made to you for our storage of these items, unless prior notice in writing is given to you of a charge to be made from a future date as specified in that notice.
- 9.7. If we retrieve papers or documents from storage in relation to continuing or new instructions from you, we will not normally charge for such retrieval. However, in other cases we reserve the right to make an administration charge (currently £30 plus VAT) for producing stored papers or documents to you (or another at your request) and to charge for reading, correspondence or other work necessary to comply with instructions given to us.

10. PUBLICITY AND DATA PROTECTION

- 10.1. 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; and legal & regulatory compliance.

- 10.2. Our use of that information is subject to your instructions, the Data Protection Act 1998, the General Data Protection Regulations and our duty of confidentiality. Please note that our work for you may require us to give information to third parties eg expert witnesses and other professional advisors. You have a right of access under data protection legislation to the personal data that we hold about you. Please see our Privacy Notice for further information.
- 10.3. We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information please notify us in writing.
- 10.4. We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the Serious Organised 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.
- 10.5. Data Protection Registration Details as issued by the Information Commissioner's Office are as follows :-

"Jackamans Solicitors is registered with the Information Commissioner's Office under registration reference: Z7263939".
- 10.6 Any personal data obtained for the purposes of the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 will only be processed for the purposes of preventing Money Laundering or Terrorist Financing. No other use will be made of this personal data unless authorised.

B. COSTS

11. YOUR OBLIGATIONS

- 11.1. As you are our Client, primary responsibility for meeting our costs rests with you.
- 11.2. Where appropriate, we may (at our sole discretion) offer you the opportunity to pursue all or part of your case under a Conditional Fee Agreement and/or a Damages Based Agreement. If so, then your obligation to meet our costs will be determined by the terms of that Agreement.
- 11.3. If you do not pay our fees or other money owed to us as and when required, whether or not the matter is concluded, we reserve the right to stop carrying out any further work for you and / or to keep any papers, deeds and other documents or property belonging to you which we hold for whatever reason.
- 11.4. As indicated below, in some cases, another party might have an obligation to pay all or some of your costs. However, this will not relieve your responsibility and, insofar as that other party does not meet their obligation, responsibility will remain with you.

12. OUR FEES

- 12.1. The amount you will be charged will be calculated mainly by reference to the time actually spent by the Fee Earners on work which they do on your behalf. This will include meetings with you and perhaps others, reading and working on papers, correspondence, preparation of any detailed cost calculations and any time spent travelling away from the office when this is necessary. The rates that apply are set out in the letter sent with these Terms.
- 12.2. Please note that we reserve the right to change these hourly rates from time to time in accordance with the guideline figures for Solicitors' charges as considered appropriate by the Court and set out in Appendix 2 of the Practice Direction about costs in the Civil Procedure Rules, adapted as appropriate for non litigation matters. We shall notify you at the conclusion

of the matter of the relevant rates applied but, if requested, will inform you of changes as and when they occur.

- 12.3. We have a time recording system which divides each hour into units of 6 minutes for convenience, and each unit will be charged at 1/10th of the relevant fee earner's hourly rate plus VAT. One unit is charged for each letter written or telephone call (unless the time involved is longer than 6 minutes, in which case we charge for the number of units used). Letters received are charged at one unit, for the time spent reading and considering them on receipt.
- 12.4. It is open to you to set an upper limit on the fees that you wish to pay. This does not mean that we can guarantee that we would do the work for that figure but only that we will carry out the agreed work until we reach that figure. At that stage, we shall not carry out any further work (and thus increase the amount that you have to pay) without agreeing a revised upper limit with you.
- 12.5. Our professional fees do not include VAT, witness or counsel's fees or other disbursements (see paragraph 13). We also reserve the right to charge you for expenses we incur such as photocopying documents, courier postage or delivery charges, bank charges, travelling and associated subsistence and accommodation expenses, calls to mobile 'phones or overseas calls/faxes. Routine postage charges and UK landline call costs are included in the quoted rate.
- 12.6. Please note that VAT at the relevant rate will be payable by you on our fees as well as such disbursements upon which we are required to account to VAT. You will be supplied with an appropriate VAT invoice to enable you to recover VAT if you are registered for this purpose.
- 12.7. What we have currently agreed with you, as confirmed in the covering letter, is to proceed on the basis of a Fixed Fee (Option A below) OR we have provided you with an Estimated Fee (Option B) OR we have stated we cannot currently estimate the fee (Option C).

OPTION A

Taking the above into account, we have agreed with you that we shall carry out your instructions for a fixed fee as specified in the accompanying letter. This sum excludes VAT, which will be added at the rate then in force. It also excludes any expenses which this Firm will need to meet on your behalf (the "disbursements" – see below).

OPTION B

Taking into account the information set out in the accompanying letter, we have supplied you with an estimate of our costs for dealing with this matter on your behalf. In addition to this sum, we will also need to charge VAT at the appropriate rate and the various expenses incurred by this Firm on your behalf "disbursements" – see below).

However, as may be appreciated, additional work than is currently considered necessary might need to be carried out and this will then increase the actual costs which we shall need to charge you. We shall provide you with an update of the estimated costs at 6 monthly intervals throughout the case and, if it appears to us that the original estimate will be exceeded, then we shall provide you with a revised estimate of the costs of the completed work.

OPTION C

As has been discussed with you, it is not currently possible at this very early stage to give you any realistic estimate of the costs which are likely to be incurred in this matter. There are a number of matters which need to be clarified before this can be achieved.

However, as soon as possible, we shall supply you with an estimate of the likely costs. In reaching that point, it is estimated that the total cost to you should not exceed £500. We shall provide you with an update of the estimated costs at 6 monthly intervals throughout the case and, if it appears to us that the original estimate will be exceeded, then we shall inform you of a revised estimate of the costs of the completed work.

13. DISBURSEMENTS

- 13.1. As any matter proceeds, we may have to pay out various expenses on your behalf (eg Land Registry fees, costs of Medical Reports and Court fees). Where possible, we shall supply you with an estimate of the likely expenses at the outset but, in other cases, we shall inform you when we propose incurring such expenses and seek your prior authority before incurring such expenses.
- 13.2. We reserve the right to seek a payment on account of the disbursements before commencing any matter and, thereafter, from time to time as the case progresses. We would normally expect Clients to pay us in advance for any disbursements that we propose to incur. However, if we do not seek or receive payment in advance, then we reserve the right to charge you interest on any sums actually paid out by us (at the maximum rate of 2% per month or part thereof).

14. ABORTIVE COSTS

- 14.1. Please note that, unless we have notified you to the contrary, even if the matter is not completed or is unsuccessful, then you will still be charged for the work actually done by us.
- 14.2. The fees will be calculated according to the time spent by us on your matter as set out above. However, where we have provided you with either a fixed fee or an estimate (as revised) of the total costs, then our fees will not exceed that sum.
- 14.3. In addition to any fees, you will also be responsible for any disbursements incurred by us on your matter together with any VAT payable on the fees and/or those disbursements.

15. PAYMENTS

- 15.1. We reserve the right to ask you to make a payment on account of our costs or disbursements, either at the outset of the case and/or from time to time as it continues. Unless and until any request is satisfied, then we reserve the right not to continue acting for you in this matter.
- 15.2. Unless agreed with you to the contrary, we shall consider issuing interim bills to you on a quarterly basis. We reserve the right to cease carrying out any further work for you until such interim bills are paid. These bills become due for payment upon issue and, if any part remains unpaid after 30 days, we reserve the right to charge interest on the unpaid element and/or treat our instructions as being terminated.
- 15.3. Where we hold for whatever reason any sums belonging to you or on your behalf, either related to the matter in respect of which a bill is rendered or otherwise, we reserve the right to use some or all of these to offset any bill immediately upon it being issued.
- 15.4. Where we are holding a payment on account from you, we reserve the right to use this to offset any interim or final bill we have issued. If we have issued an interim bill, we would normally require you to meet this in full and only give you credit for the payment on account against the final bill. In matters such as conveyancing transactions where bills are raised in anticipation of matters completing, we specifically reserve the right to use monies held by us to settle outstanding accounts as soon as they are raised and prior to completion occurring.
- 15.5. Upon conclusion of the matter, we shall supply you with a final bill, payable upon receipt. If any part remains unpaid after 30 days from delivery, we reserve the right to charge interest on the unpaid element.
- 15.6. We are happy to accept payment of costs from you by way of a Bankers Draft or cheque drawn on your own personal or business account with any of the major UK Banks or Building Societies, or cash up to a maximum of £500. We can also accept many of the major credit cards (but reserve the right to charge a 2.5% handling fee to meet the administration costs involved). If you wish to discuss paying in another way then please contact our Accounts Department.
- 15.7. Our practice's policy is only to accept cash up to £500. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds.

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

- 15.8. **Please note that you have the right to challenge any element of our bill by following our Complaints Procedure. However, in the first instance, we would welcome the chance to discuss matters informally and would invite you to proceed as set out in paragraph 2.2 above.**
- 15.9. You may also have the right to object to the bill by making a complaint to the Legal Ombudsman and/or by applying to the Court for an assessment of the bill under Part III of the Solicitors' Act 1974.
- 15.10. Interest due to us will be calculated at the rate of 2% per month or part thereof. This is payable in respect of any unpaid balance due to us (as reduced where appropriate) even if you pursue a complaint against a Bill or proceed with the assessment procedure.

16. COSTS AND THIRD PARTIES

- 16.1. It may be the case that you are entitled to seek payment of your costs from third parties (eg by way of "Legal Aid", from a trade union or employer, or under an insurance product). We shall discuss this with you at the outset of your case and shall also keep the position under review during the case in accordance with notification by you of a change in your circumstances. If the information you provide suggests this might be appropriate, we shall offer you the opportunity to apply for what assistance may be available. If you choose not to do so then you will be liable for our costs in accordance with these Terms.
- 16.2. In certain circumstances, there may be an obligation on a third party to contribute towards your costs. This could be because it is something that has been agreed in the matter or because the Court has made an Order accordingly. However, as outlined above, this does not relieve your obligation to meet the costs if sums cannot be recovered.
- 16.3. As you will appreciate, it may not always be possible to recover costs from a third party, even if they have an obligation to pay the same. Responsibility for pursuing a third party for costs rests with you rather than this Firm.
- 16.4. You may also agree, or be required, to pay a contribution towards a third party's costs.
- 16.5. In litigation matters, the Court has a discretion as to costs. Accordingly, even if your claim is successful, the Court may not order your Opponent to pay anything towards your costs. Additionally, you may even be required to make a contribution towards your Opponent's costs (this is particularly so in cases where formal offers are made to you – which we shall discuss fully with you when appropriate – or you are unsuccessful at any preliminary Hearings). Where your claim is unsuccessful (either following a Court Hearing or at any time after proceedings are issued) you are likely to be ordered to meet your opponent's costs.

C. LIMIT OF RETAINER

17. OUR RETAINER

- 17.1. Our responsibility shall only extend to the advice and services we provide on matters upon which you have actually instructed us, and only up to the point where we treat the relevant work as being concluded. Unless and until expressly agreed by us, there will be no general retainer or other circumstance which puts any responsibility on us to advise on any subsequent changes (of law, circumstances or otherwise) which might affect the advice given. Accordingly, please note :-
- 17.2. We will be reliant upon you for the accuracy of the information and/or documentation you provide. We will not be liable to you for Losses caused wholly or in part by the provision by you of incorrect, misleading, illegible or incomplete information or documentation arising from the late arrival or due to the acts or omissions of any persons other than this firm. Where you have

concerns which are particular to you and not of general application it is your responsibility to inform us of these.

- 17.3. In the event that you are being advised by one of several professionals and a limitation of liability has been agreed in relation to one more of them, you agree that our liability to you will not be increased to due the limitation of liability agreed by you with other advisers. Our liability to you under or in connection with our engagement shall be limited to that proportion of the total losses (after taking into account your contributory negligence, if any) determined to be just and equitable having regard to the extent of our responsibility for the losses in question.
- 17.4. Where our advice involves an assessment of legal or commercial risk we will use reasonable efforts to provide you with an accurate assessment. You agree to accept any such assessment as an expression of opinion and not as a statement of fact. You agree that a decision to rely upon any assessment of risk made by us is solely your responsibility and, unless our assessment is shown to have been made negligently, you agree that we will not be liable to you for any Losses you may incur as a result of any reliance placed by you on such opinion.
- 17.5. Our advice is provided solely for your use and benefit and only for the purpose of the current transaction. The advice may not be used for any other purpose or disclosed to any person save as stated below without our prior written consent.
- 17.6. Copies of our advice may be made available to your other advisers, provided that it is clearly understood by them that this is for information only and that we accept no duty of care to them in relation to our advice. The advice is only to be used by your other adviser for the purposes of this transaction. Prior to releasing copies of our advice to your other advisers, you will obtain their written confirmation that they accept the terms of the above as if the obligations extended to the said advisers.
- 17.7. Unless otherwise expressly stated, our advice is limited to the laws of England and Wales as applied by the Courts of England and is given on the basis that it will be governed by and construed in accordance with the law of England and Wales; and is given as at the date of delivery of the letter or other oral, written or electronic communication containing that advice.
- 17.8. Unless we have specifically agreed otherwise, we will not be bound to notify you of any changes in the law following the date on which the advice was given.

18. EXTENT OF LIABILITY

- 18.1. Please note that we hold Professional Indemnity insurance (full details of which are on our website and can be notified to you on request). Unless we expressly state a higher amount in the letter accompanying these terms of business, our liability to you for a breach of your instructions shall be limited to the sum for which we are insured at the time we make formal notification of the claim to our Insurers (currently £8 million) or such lower figure which our Insurers treat as the limit of the indemnity they are prepared to offer.
- 18.2. 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.
- 18.3. We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence. Insofar as the covering letter seeks to do so, it is superseded by this provision.

D. THESE TERMS

19. TERMS AND CONDITIONS OF BUSINESS

- 19.1. Unless otherwise agreed, and subject to the application of the then current hourly rates, these Terms shall apply to any future instructions given by you to this Firm.
- 19.2. Although your continuing instructions in this matter will amount to an acceptance of these terms, we would ask you to sign and return one copy of the covering letter to demonstrate that you have understood our Terms and are happy for us to proceed with your instructions.
- 19.3. 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.

20. DISTANCE, ON-PREMISES AND OFF-PREMISES CONTRACTS

- 20.1. If we have not met with you in our offices, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 may apply to the work you wish us to carry out on your behalf. This means you have the right to cancel your instructions to us within fourteen working days of receiving this letter. You can cancel your instructions by contacting us by post or by fax to this office. Alternatively, you can fill out the slip attached to your Right to cancel form and return it to us. Once we have started work on your file, you may be charged if you then cancel your instructions.
- 20.2. To allow you an opportunity to consider your position, we shall not start working on your behalf for that period, save as we deem it necessary to ensure your position is not prejudiced (and for which you will not be charged if you cancel your instructions as above). However, if you would like us to commence work on your file within the next fourteen working days, please:
 - Accept the Terms by signing and returning our Client Care Letter **AND** sign and return the waiver form attached Notice of your Right to Cancel
 - Return it to us by post, email or fax.

As soon as we receive this, unless notified by you that you require us to wait until the end of the fourteen days, we shall commence the work and you will become liable for the costs thereof.