



DAVIS
WOOLFE

TERMS OF BUSINESS

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1. OUR CONTRACT

1.1 Extent

These Terms of Business issued by Davis Woolfe Limited (the "Firm"), as supplemented and/or amended by any relevant Client Care Letter, apply to each Matter we work on for You.

1.2 Variation

No variation of these Terms shall be effective, unless it is in writing and is signed by one of the Firm's Directors.

2. DEFINED TERMS

In these Terms of Business:

"the Firm" the Firm means Davis Woolfe Limited registered in England and Wales, Company Registration Number 11978871 and any successor practice and any service company owned or controlled by or on behalf of the Firm or any of the Partners;

"Associated Entities" means (where You are a body corporate) Your shareholders, directors (as individuals not acting together as the Board), officers and employees, subsidiaries, parent companies, and subsidiaries of parent companies, and (where You are a trade association) Your individual members;

"Data Protection Legislation" all laws (whether of the UK or any other jurisdiction) relating to the use, protection and privacy of Personal Data including, the privacy of electronic communications from time to time applicable to the Firm;

"Documents" means Documents Held For You, Our Documents and Your Documents;

"Documents Held For You" means documents we create or receive on Your behalf (including communications from or with third parties, notes of conversations and meetings, draft and final documents, and instructions to and opinions of

barristers);

"DPA 2018"

the Data Protection Act 2018

"Client Care Letter"

means, in relation to any Matter, the letter (or other agreement) recording the basis of Our engagement;

"Force Majeure"

means any circumstance beyond the reasonable control of the party affected by it and includes telecommunications failure, power supply failure, terrorism, fuel strikes, severe weather, computer breakdown, failure of suppliers to meet delivery requirements, industrial disputes and absence of personnel due to illness or injury;

"Known Close Associate of PEPs"

Family members of a PEP, including spouse, civil partner, children, their spouses or partners or parents and persons with whom joint beneficial ownership of legal entity arrangement is held, with whom there are close business relationships, or who is a sole beneficial owner of a legal entity or arrangement set up by the PEP;

"Matter"

means any specific transaction, dispute or issue in relation to which You ask Us to provide Services whether or not it has been defined in a Client Care Letter or other agreement;

"Money Laundering Regulations 2017"

means The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017;

"Our Documents"

means documents (other than Documents Held for You) which we create or receive for Our benefit (including copies of Our letters to You, Your letters to Us, notes of telephone conversations and meetings with You for which we have not charged You, and Our preliminary drafts, research

	materials and internal notes);
"Partner"	means a Director of the Firm;
"PEP"	a Politically Exposed Person ("PEP") is an individual who is entrusted with prominent public functions, other than a middle-ranking or more junior official.
"Personal Data"	means any information relating to an identified or identifiable living individual. For this purpose, identifiable living individual has the meaning given in section 3(3) of the DPA 2018;
"Services"	means all services we provide to You in relation to the relevant Matter;
"We", "Us", and "Our"	means or refers to the Firm;
"You"	means You, the client, and includes the addressee of the relevant Client Care Letter and any other person identified in the Client Care Letter as Our client and "Your" shall have a cognate meaning; and
"Your Documents"	means documents which You give or lend to Us to enable Us to provide Services.

3. OUR AUTHORITY AND SERVICES

3.1 **Our Authority**

3.1.1 You give Us full authority to act for You to the fullest extent necessary or desirable to provide the Services. In particular, We may engage barristers and other third parties and otherwise incur on Your behalf reasonable expenses of a type which it is necessary or desirable to incur in relation to the Services in question.

3.1.2 If We so require, You will contract directly with any third party so engaged by Us and assume direct responsibility to them for the payment of their fees and expenses.

3.2 **Our Services**

3.2.1 The Partner at the Firm named in any Client Care Letter as the "Supervising Partner" will be the Partner primarily responsible for the provision of the Services. That Partner has complete discretion to deploy such of Our lawyers, trainee lawyers, paralegals or other staff as she/he deems necessary or desirable to ensure appropriate delivery of the Services.

3.2.2 We only advise on the Laws of England and Wales. If You require advice on the laws of other jurisdictions, We will, with Your agreement, instruct lawyers practising those laws to give such advice, on the same basis as We engage other third parties on Your behalf.

4. YOUR RESPONSIBILITIES

You will (so far as You are practicably able to do so):

4.1 provide Us with timely instructions, information and materials necessary or desirable for Us to perform the Services for You;

4.2 notify Us promptly of any changes or additions to instructions, information and materials previously provided by You or on Your behalf; and

4.3 ensure that all information provided to Us is complete in all material respects and not misleading.

5. CLIENT CARE CODE

We set out below Our complaints handling procedure. Please take this opportunity to ensure that You are fully acquainted with it.

5.1 **Code**

We want You to be happy with every aspect of the Service. We therefore operate a Client Care Code, the principles of which are as set out below:

5.1.1 We are committed wholeheartedly to the professional standards laid down by the Solicitors Regulation Authority.

5.1.2 You will be told clearly at the outset of the issues and how We advise they be dealt with, and the immediate steps We will take on Your behalf.

5.1.3 The Client Care Letter (attached to these Terms of Business) notifies You of the following details:

5.1.3.1 the name of the person or persons who is/are dealing on a day to day basis with the Matter; and

- 5.1.3.2 the name of the Supervising Solicitor and Partner.
- 5.1.4 You will be told the name of the lawyer if the Matter is transferred from one lawyer to another.
- 5.1.5 We cannot guarantee that the lawyer or Supervising Partner will be available on demand, but we will do Our best to get back to You promptly and efficiently.
- 5.1.6 You will be informed of the progress of the Matter and the reason for any serious delay.
- 5.1.7 If You do not understand anything, please always ask. We will explain any important document; if You still are unclear as to the position, please say so. We want You to be fully informed and happy. You pay to leave the problem with Us to solve.
- 5.1.8 Never be afraid to ask for an appointment to discuss Your case. Since time is money, do not be afraid to bring a written list of questions and note the answers. This can also be helpful when telephoning so You do not forget any point.
- 5.1.9 There may be certain preparatory tasks that You ought to consider carrying out Yourself to save costs. An example is putting the papers in order and flagging material items. This is helpful to Us and may lower Your bill by saving the time We would otherwise spend.
- 5.1.10 At the end of the Matter, You will be sent a bill and a letter confirming the Matter has been completed and, where necessary, summarising any continuing consequences.
- 5.1.11 If in doubt, ask. If You are still unclear or disagree, You can ask for Us to confirm it by letter and You can then write with Your comments.
- 5.1.12 The Firm's policy is not to accept cash from clients, however, subject to Our prior agreement We may accept cash up to £500 only. Please discuss directly with Tamrah Woolfe (Solicitor and Partner) if You are not able to pay the balance of the fees / disbursements via Your bank account / cheque. 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.

6. **COMPLAINTS PROCEDURE**

We hope that You will not have any reason to make a complaint about the Services. To underline how seriously We take complaints, we have a set Complaints Procedure. Please refer to Paragraph 23 entitled "Dispute Resolution".

7. **HOURS OF BUSINESS**

The normal hours of opening at Our offices are between 9.00 a.m. and 5:30 p.m. on weekdays. Messages can be left on the answerphone outside those hours and appointments can be arranged at other times when this is essential.

8. **FEES AND EXPENSES**

8.1 **General**

8.1.1 Unless otherwise agreed in the Client Care Letter, Our fees will be calculated principally by reference to the time spent by Us in providing the Services at the fixed hourly rates applicable to the relevant staff.

8.1.2 We may, in accordance with professional guidelines, also charge a premium (where reasonable to do so) to take account of the nature, responsibility, complexity, value and urgency of the Services and other criteria specified in those guidelines.

8.1.3 The fixed hourly rates of each of Our Partners, Solicitors, Trainee Solicitors, Case Handlers, paralegals and other staff are reviewed on the 1st January each year and We will inform You of any variation in these rates and the date upon which they take effect. The Firm reserves the right to increase charges in the case of emergency or urgency and where work is required outside of normal working hours. Letters and telephone calls will be charged in units of 1/10th of an hour.

8.1.4 You will be responsible for paying the expenses We incur in the course of providing the Services (including travel and subsistence expenses, search and filing fees, court fees and barristers', foreign lawyers' and other third parties' fees and expenses). We have no obligation to pay for such expenses unless You have provided Us with the funds for that purpose.

8.1.5 VAT will be charged at the appropriate rate on all fees and expenses.

8.2 Limited Companies

When accepting 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 Our fees and expenses. If such request is refused, We will be entitled to stop acting and require immediate payment of Our fees on a time spent basis and expenses as set out above.

8.3 Payments on Account

8.3.1 We may require You to make a payment to Us on account of Our fees and expenses at any time and on more than one occasion. Money paid on account which is not subsequently required for fees and expenses will be returned to You promptly.

8.3.2 We are not obliged to credit payments on account against interim invoices but We may do so if You fail to make prompt payment.

8.4 Quotations and Estimates

8.4.1 The provision of figures (orally or in writing) from time to time for the likely cost of a piece of work is an estimate only and does not constitute a contract to carry out the work at that cost.

8.4.2 The provision of a written quotation for work constitutes an offer to carry out the work at that cost and does not become a contract until You accept the quotation or a defined part of it.

8.4.3 Unless stated in writing to the contrary, any quotation or estimate does not include any expenses or VAT.

8.4.4 Where We carry out work which falls outside the scope of an accepted quotation (or of an estimate which is subsequently incorporated into a contract between the Firm and You), We may charge fees at Our fixed hourly rates, in addition to the quoted or estimated fee. We may also charge additional fees on the same basis for work within the scope of such a quotation or estimate which is made more time consuming, onerous or urgent as a result of:

8.4.4.1 circumstances or information which We did not know or could not reasonably have anticipated at the time of the quotation or estimate (whether or not You were aware of them/it); or

8.4.4.2 Your, or Your agents', act or omission.

8.4.4.3 We reserve the right to charge on a time basis for matters which prove abortive together with VAT and for any disbursements incurred.

8.5 Commissions

If We receive a commission from a third party arising from work We are doing for You, We will credit You with the commission unless You have agreed otherwise, or the amount is less than twenty pounds (£20) (excluding VAT).

9. OUR INVOICES

9.1 Frequency of Invoices

9.1.1 Unless otherwise agreed in the Client Care Letter, We will be entitled to invoice You in respect of Our fees and expenses monthly and on completion of each Matter. At the end of Our financial year We shall be entitled to bring up to date Our invoicing in respect of all Your then unbilled work.

9.1.2 Unless otherwise stated, monthly or other interim invoices are a final account of Our fees for all work done during the period to which they relate. You agree that We may bring proceedings on interim invoices which are not final bills where we have provided Services and the amount of the invoice does not exceed the cost of the Services provided at the applicable fixed hourly rates.

9.1.3 There may be a delay in invoicing expenses incurred on Your behalf pending Our receipt of the relevant invoices from suppliers. Unless otherwise stated, such invoices are not a final invoice in relation to such expenses.

9.1.4 You may pay directly in to Our client account. If You wish to do so, please ask the lawyer dealing with the day to day conduct of Your case for Our bank details.

9.2 Payment Terms

Bills rendered are due for payment by You upon receipt of the invoice.

We reserve the right to charge a handling charge and interest on late payments at the rate of 8% above the Bank of England's Base Rate for the time being.

If You do not pay any invoice or the sum We have requested on account upon receipt of the invoice (or such longer period as We may specify), We may suspend or terminate the provision of all or any of the Services (and instruct any third parties engaged by Us to

suspend the provision of their services) and may invoice You for all accrued fees and expenses.

In the event of non-payment by business and corporate clients, We reserve the right to claim compensation and statutory interest on debts that become overdue in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002.

For all other clients, in the event of non-payment We shall charge interest at 8% over the Bank of England's Base Rate for the time being. In addition, we reserve the right not to undertake further work on Your behalf and in this event, You will be advised in writing.

9.3 Third Party Payments

In some circumstances, You may have a right of recovery or indemnity against a third party in respect of all or part of Our invoices, but We are not permitted to issue a VAT invoice to any person other than You in any circumstances, and You remain liable to Us to pay Our invoices notwithstanding such a right.

9.4 Right to Retain Money, Documents and Property

As a contractual right, in addition to any right to retain money, Documents and property available to Us under the general law (lien), we have the right to retain Your money, Documents and property (whether held in relation to the services for which payment has not been made or any other services) until You have paid Us in full.

In the event of Us ceasing to act in relation to the Services You agree to meet all reasonable costs of providing information to Your new advisors.

10. CLIENT MONIES & INTEREST POLICY

As part of carrying out instructions and as is set out at 8.3 above, We may need to hold client money in Our client account. We cannot carry out a banking service for clients and will only hold monies specifically related to the Matter concerned.

We are required to have in place an interest policy. We have an obligation to account to clients for interest when it is fair and reasonable to do so, using a fair and reasonable structure to calculate such interest.

Holding client funds is incidental to the carrying out of legal instructions. The bank account in which We hold client money (client general account) must enable funds to be immediately available. As a result, the interest accrued is

likely to be lower than could be achieved were the funds held elsewhere for the period. We can arrange for funds to be placed in a higher earning separate designated deposit account if the transaction meets certain criteria.

Our full policy sets out the guidelines for when interest will be paid. This is available on request.

If You would prefer to contract out of the policy to apply interest to any matter/s, this can be done in the form of a written agreement.

10. CONFLICT OF INTEREST

10.1 Definition

"Conflict of Interest" means any situation where:

10.1.1 We owe (or, if We accepted Your instructions, would owe) separate duties to act in the best interests of two or more clients in relation to the same or a related matter and those duties conflict, or there is a significant risk that those duties may conflict; or

10.1.2 Our duty to act in Your best interests in relation to a matter conflicts, or there is a significant risk that it may conflict, with Our own interests in relation to that or a related matter; or

10.1.3 We have confidential information in relation to a client or former client, and You wish to instruct Us on a matter where:

10.1.3.1 that information might reasonably be expected to be material; and

10.1.3.2 You have an interest adverse to Our other client or former client, and for the purposes of this paragraph "You" does not include Associated Entities.

10.2 Similar Activities

We may act for parties engaged in activities similar to or competitive with Yours.

10.3 Third Parties

Once We have agreed to act for You in relation to a Matter, We will not act for a third party in relation to the same Matter if there is a Conflict of Interest between that third party's interests and Your interests.

10.4 Instructions Creating a Conflict of Interest

We may decline to act for You where accepting Your instructions would create a

Conflict of Interest or cause Us to break an existing agreement with a third party.

10.5 Consent

Where Our professional rules allow, and subject to satisfying the requirements of those rules (for example by implementing an information barrier), We may act for You and another client where a Conflict of Interest would otherwise exist, provided that We have the consent of both parties. We do not require Your consent to act against an Associated Entity.

10.6 Cessation of Services

If, whether through a change in circumstances or otherwise, We find that We have agreed to provide the Services to You in circumstances which give, or could give, rise to a Conflict of Interest, We will discuss with You how to deal with the Conflict of Interest and may, be obliged to stop providing the Services to You and/or to all other clients affected by the Conflict of Interest.

11. INFORMATION AND CONFIDENTIALITY

11.1 Information About You

11.1.1 We may use the information which You provide, or which We obtain through Our dealings with You or others, for the provision of the Services to fulfil Our contractual obligations to You or the legitimate interests of You, Ourselves and others. We may give it on a confidential basis to our Partners, employees and agents. We may use it to administer Your account with Us, including tracing and collecting any debts. Further information is provided within Our Privacy Policy Statement, a copy of which is on Our website and can be made available upon request.

11.1.2 We may also use it to ensure legitimate interests in the safety and security of Our premises (where We may also use CCTV); for fraud prevention purposes (including verification checks for Our money laundering obligations); to assess client satisfaction (such as by asking You to participate in surveys); and to help improve Our services generally.

11.1.3 We may also use it to contact You by letter, telephone, e-mail or otherwise about Our services and about events such as seminars and conferences and to send You briefings and similar material. Contacting You by electronic means requires Your specific verifiable

consent. By signing and returning a copy of any Client Care Letter/Authority to Proceed you are agreeing that We may use Your contact details and information in this way. If You do not wish to be contacted or having provided consent previously You wish to withdraw or amend it, please inform Us in writing. Please follow the instructions in the relevant section of the Authority to Proceed section of the Client Care Letter.

11.1.4 Sometimes We ask other companies or people to do typing/photocopying/other administration duties on Our files to ensure this is done promptly. We believe We have a legitimate interest in doing this. We will always seek a confidentiality agreement with these outsourced providers. If You do not want Your file to be outsourced, please tell Us as soon as possible, otherwise We will assume that You do consent.

11.1.5 We may store information about You, the Matter or any other Documents and correspondence relating to Your file(s) using cloud-based technology. Again, We believe We have a legitimate interest in acting in this way and take every possible precaution to protect Your personal information. If You do not wish for Your file(s) or other information to be stored in this way, please inform Us in writing before We commence work on the Matter.

11.2 Our Duty of Confidentiality

11.2.1 Please also refer to Our Privacy Policy Statement when reading this section. We will treat any information which is confidential to You and which We obtain as a result of acting for You as strictly confidential, save:

11.2.1.1 for the purpose of acting for You; or

11.2.1.2 for legitimate interest disclosures to Our auditors or other advisers or for the purposes of Our professional indemnity insurance; or

11.2.1.3 as otherwise required by law or other regulatory authority to which We are subject.

11.2.2 If You do not wish to disclose Your details and file, You must notify Us in writing and discuss this with Us when signing and returning a copy of the Client Care Letter/Authority to Proceed sent to You at the start of the Matter. We

may be unable to act for You in such circumstances.

11.2.3 We may refer publicly to Your name as a client of Ours, which We believe is a legitimate interest in collecting and promoting feedback, provided We do not disclose any information which is confidential to You.

11.2.4 We shall be under no duty to disclose to You (or take into account in the course of providing the Services) any information acquired by Us in acting for any other client or any information in respect of which We owe a duty of confidentiality to a third party.

11.3 Your Duty of Confidentiality

11.3.1 Our advice and other communications with You are confidential and may not, without Our consent, be disclosed by You to any third party (other than to Your employees and agents who require access and who do not disclose it further) or otherwise made public except as required by law or other regulatory authority to which You are subject.

11.3.2 If, as a result of Our acting for You, You acquire any information in respect of which We notify You that We owe a duty of confidentiality to a third party You will keep it confidential and not use it without Our consent.

11.4 We may store information about You, the Matter or any Documents and correspondence relating to Your file(s) using cloud-based technology. If You do not wish for Your file(s) or other information to be stored in this way, please inform Us in writing before We commence work on the Matter.

12. **CUSTODY, RETENTION AND TRANSFER OF DOCUMENTS**

12.1 We will, at Your request, either during the provision or after completion of the Services, release to You or to Your order the Documents and the Documents Held For You, provided that We are not at the time exercising Our right to retain documents pending payment of outstanding fees and expenses or are prevented by any court order, undertaking or other legal constraint from doing so. We may copy all of the Documents and the Documents Held for You before releasing them, including any electronic correspondence submitted by You.

12.2 We may at any time scan, microfilm, or otherwise make electronic copies or images of the Documents (other than Documents held in safe custody), destroy the originals and thereafter hold the Documents only in such copy or image form. Unless expressly agreed otherwise in writing We will keep Documents in soft copy form for a minimum of seven (7) years (and up to fifteen (15) years in respect of some regulatory transfers), after which We may destroy them. Our Privacy Policy Statement has more information on Our retention periods.

12.3 We will not keep any hard copies of the Documents. Once the Matter has been concluded, any hard copies of the Documents will be destroyed unless You have requested the release of the hard copies of the Documents.

12.4 We may agree to store title deeds, wills and other especially valuable documents in safe custody for You if You require and, if We do, We will not, without Your consent, destroy any such documents.

12.5 We do not accept responsibility for the loss or damage of any item which We hold on Your behalf unless we expressly agree in writing to the contrary.

12.6 After completing the work, We will be entitled to keep all Your papers and document whilst there is still money owed to Us for fees and expenses. We will keep Our soft copy file of the Matter, including emails and the Documents, for up to seven (7) years, except those that You ask to be returned to You. We keep files on the understanding that We can destroy them seven (7) years after the date of the final bill (and up to fifteen (15) years in respect of some regulatory transfers). We will not destroy documents You ask Us to deposit in safe custody. If We take papers or documents out of 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 time spent producing stored papers that are requested as well as reading correspondence or other work necessary to comply with Your instructions in relation to the retrieved papers. We will ask You to confirm that any personal data We have retrieved remains current and up to date if We are to act upon such data as part of Our duties under Data Protection Legislation.

13. **INTELLECTUAL PROPERTY RIGHTS**

13.1 **Copyright**

We retain copyright and all other intellectual property rights in all documents and other works we develop or generate for You in providing the Services (including know-how and working materials as well as final documents). We now grant You a non-exclusive, non-transferable, non-sub-licensable licence to use such documents or other works solely for the Matter to which the Services of developing or generating them relate and not otherwise. If You do not pay Us in full for the Services in relation to the Matter We may, on giving You notice, revoke that licence and only re-grant it to You once full payment has been made.

13.2 **Opinions from Barristers and other Third Parties**

13.2.1 We may retain, for Our subsequent use, a copy of the advice or opinion of any barrister or other third party given in written form (or any note of any advice or opinion) obtained in the course of providing the Services. Any barrister or other third party will be instructed on the basis that any such advice or opinion will be so retained.

13.2.2 If We retain a copy of any advice or opinion in this manner We will take all reasonable steps to conceal information (such as names, addresses or descriptions) which might reasonably enable You to be identified.

14. **FORCE MAJEURE**

14.1 Neither You nor We shall be liable for any failure to perform, or delay in performing, any obligations (other than payment and indemnity obligations) if and to the extent that the failure or delay is caused by Force Majeure and the time for performance of the obligation, the performance of which is affected by Force Majeure, shall be extended accordingly.

15. **JOINT INSTRUCTIONS**

15.1.1 Where We agree to work on a Matter for more than one client jointly, the rights and obligations of the joint clients to Us in relation to the Services will be several (save for obligations to pay money to Us, which will be joint and several).

15.1.2 Each joint client irrevocably permits Us to disclose to any other of the joint clients at any time any information which We would otherwise be prohibited from

so disclosing by virtue of Our duty of confidentiality as set out at 11.2 above. If any joint client ends this permission during the provision of the Services, or if a conflict of interest otherwise arises between joint clients, We may suspend or terminate the provision of the Services related to the Matter to one or more of the joint clients.

15.1.3 If any joint client asks Us to transfer documents We will deliver the Documents to, or to the order of, the joint client who delivered them to Us. We will retain the Documents Held For You and will supply copies to each joint client, making the originals available at Our offices for inspection by any joint client on reasonable prior written notice.

16. **LIABILITY**

16.1 **Duty of Care**

16.1.1 We will use reasonable skill and care in the provision of the Services. Where We make an assessment for You, either expressly or by implication, of the likely level of risk associated with different potential courses of action, You accept that such assessment is made relying only upon the information and documents then available to Us and cannot, therefore, be definitive.

16.1.2 Accordingly, such an assessment should only be used as one element in the making of any practical or commercial decision. You accept that the magnitude or acceptability of a risk is a matter for You.

16.1.3 The aggregate liability of the Firm and of all Partners, consultants to and employees and agents of the Firm, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to Our negligence or non-performance), for loss or damage arising from or in connection with the Services provided shall, in relation to each Matter, be limited to the sum, unless otherwise agreed, of three million pounds (£3,000,000)

16.2 **Third Parties**

16.2.1 The Services are provided to and for the benefit of You as Our client and You alone. No other person may use or rely upon the Services nor derive any rights or benefits from them. The provisions of the Contracts (Rights of Third Parties) Act 1999 are to that extent excluded.

16.2.2 The Firm alone will provide the Services and You agree that You will not bring any claim whether in contract, tort, under statute or otherwise against any Partner, or any consultant to, or employee or agent of the Firm, consultants, employees and agents shall be entitled to rely on the terms of this agreement insofar as they limit their liability.

16.3 Drafts

Where We provide draft or provisional advice or other materials, that advice or those materials are not to be relied upon by You as constituting Our final view.

16.4 Current Law

The Services are provided in accordance with professional practice requirements and the proper interpretation of the law, as each exists on the date on which the relevant Service is provided. If there is any change in such requirements or the law, or their interpretation, after the relevant Matter has been concluded (or before that time but which could not reasonably be known by Us at that time), We have no responsibility to notify You of, or of the consequences of, the change.

16.5 Communication

16.5.1 We shall communicate with You at the email addresses and the numbers which You provide to Us unless You ask Us to use other addresses and numbers. You will notify Us if You regard any communications from Us as particularly confidential and the means by which You require Us to make such communications and We shall have no liability to You arising out of Your failure so to notify Us.

16.5.2 Subject to any notification You may make to Us under the previous paragraph, We shall not be required to encrypt, password-protect or digitally sign any email, or attachment, sent by Us. We shall not be responsible for any loss or damage arising from the unauthorised interception, re-direction, copying or reading of e-mails, including any attachments. We shall not be responsible for the effect on any hardware or software (or any loss or damage arising from any such effect) of any e-mails or attachment which may be transmitted by Us (save to the extent caused by Our negligence or wilful default).

16.6 Deadlines

We will try to meet any deadline We agree with You for the performance of the Services but, unless We agree otherwise in writing in relation to any time, date or period for delivery or performance by Us, time shall not be of the essence.

17. PROPORTIONATE LIABILITY

If You accept or have accepted any express exclusion and/or limitation of liability from any of Your other professional advisers, Our total liability to You arising out of the Services will not exceed the net aggregate of the amount for which We would otherwise have been liable after deducting any amount which We would have been entitled to recover from such adviser as a matter of law whether pursuant to statute or otherwise, but are prevented from doing so as a result of any such exclusion and/or limitation of liability.

18. EXCLUSION

We shall not be liable for:

18.1 any loss, damage, cost or expense arising from any breach by You of Your agreement with Us or any act or omission of any other person; or

18.2 any advice or document subject to the laws of a jurisdiction outside England and Wales; or

18.3 any advice or opinion given to You by any third party (whether or not nominated or recommended by Us).

19. LOSS OF PROFIT

We shall not be liable for any indirect loss or damage or any loss of profit, income, production or accruals arising in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to Our negligence or non-performance).

20. EXCEPTIONS

Nothing in these Terms of Business exempts Us from liability arising from Our fraud or reckless disregard of Our professional obligations; or from Our negligence resulting in death or personal injury; or where, in the case of a contentious business agreement, law or regulation prohibits the exclusion of such liability.

21. TERMINATION

21.1 Completion of Services

An agreement between You and Us for the provision of the Services ends on the completion of the provision of those Services. An open-ended agreement for the provision of

Services ends three (3) months after the last date on which We provided the Services to You. Unless new or different terms are agreed, Our acceptance of instructions to perform the Services for You subsequent to the ending of any agreement gives rise, from the time of acceptance of the instructions, to a new agreement on these Terms. If We provide You free of charge with any seminar, information, or other document after the ending of an agreement, such provision does not give rise to a new agreement.

21.2 Early Termination

Either You or We may terminate the provision of all or any of the Services at any time by giving written notice to the other. We will not do this without good and substantial reason, such as:

- 21.2.1 the threat or risk of violence, injury or other danger to the physical, psychological or moral well-being of any of Our personnel;
- 21.2.2 the discovery or creation of a Conflict of Interest;
- 21.2.3 Your requesting Us to break the law or any professional requirement;
- 21.2.4 the relationship of trust and confidence necessary between solicitor and client ceasing to exist between Us;
- 21.2.5 Your failure to pay to Us any amount due, or money on account requested;
- 21.2.6 Your insolvency;
- 21.2.7 Your failure to give Us adequate instructions;
- 21.2.8 Our being forbidden to act by the National Crime Agency;
- 21.2.9 Our reasonable belief that Our continuing to represent You may cause damage to the professional or personal reputation of Our Firm or any of Our personnel; or
- 21.2.10 any other breach by You of these terms.

21.3 Rights on Early Termination

On Early Termination, by either You or Us, You will remain liable to pay all fees and expenses incurred before termination and due under Our contract or due on the basis of the time spent at Our usual hourly rates, whichever is the less, together with any further fees and expenses for work necessary to transfer Our files to another adviser of Your choice. All Our rights set out in these Terms

shall continue to apply even if We terminate the agreement.

22. GENERAL

22.1 Money Laundering Regulations 2017 / Proceeds of Crime Act 2002

22.1.1 In accordance with the requirements of the Data Protection Legislation and Money Laundering Regulations 2017, we confirm:

22.1.1.1 Davis Woolfe Limited is the data controller;

22.1.1.2 Elle Stacey is the nominated representative/data protection manager; and

22.1.1.3 We will only process any documentation or personal data received from You in respect of client due diligence for the purposes of preventing money laundering and terrorist financing unless (a) use of that data is permitted by or under any enactment or (b) You give Your express consent for the documentation or personal data to be used for other forms of processing.

22.1.2 We are required to comply with the Money Laundering Regulations and in particular to verify the identity and permanent address of all new clients. This is to ensure that the policy adopted worldwide by Financial and Government Authorities to prevent the use of laundering systems to disguise the proceeds of crime is achieved.

Individual Clients

22.1.3 If You are a new client or an existing client who has not previously supplied information, You are requested to supply both of the following; one item from List A and one item from List B (please note We require certified copies if You are sending these by post or if You are bringing in the original Documents to Our offices – We will make certified copies at Our offices)

LIST A – Proof of Identity

1. Current fully signed Passport; or
2. Full current UK Photocard Driving Licence (if it has not been used as Address Verification below).

LIST B – Address Verification

1. A bill for the supply of electricity, gas, water or telephone services (provided it is fewer than three (3)

- months old). Mobile phone bills are not acceptable;
2. Television Licence renewal notice;
 3. Council Tax bill (provided the issue date is fewer than three (3) months old);
 4. Recent Tax Coding Notice;
 5. Recent Mortgage Statement;
 6. Full current UK Photocard Driving Licence (if not used as Proof of Identity above); or
 7. Credit Card/Bank Statement (provided it is fewer than three (3) months old) showing current address.

Body Corporate

22.1.4 If You are a new or existing body corporate client not listed on a regulated market who has not previously supplied information, We will require the following:

1. Company/ organisation full name;
2. Company or other registration number;
3. Registered address and, if different, principal place of business address;
4. Memorandum of Association or other governing documents;
5. Names of the Board of Directors or members of Your management body and its senior management; and
6. Documentation in accordance with Lists A and B above for any beneficial owners.

Please note We require certified copies of the List A and List B documents. We are able to make certified copies at Our offices if We are provided with the originals. Alternatively, a local lawyer or an accountant may be able to certify copies of originals.

We may from time to time conduct an electronic Anti Money Laundering Search as part of Our due diligence in compliance with the Money Laundering Regulations.

22.1.5 Under the provisions of the Proceeds of Crime Act 2002 ("POCA"), We may be required to make a report to the relevant authorities if at any time We become aware of or suspect (whether from You or any other person) the existence of the proceeds of crime in relation to any of the Services on which We are engaged. Our obligation to make such a report

will, in certain circumstances, override Our duty of solicitor/client confidentiality and We may not be permitted to inform You whether or not We have made, or might intend to make, such a report.

We may terminate the provision of the Services to You, or be instructed to do so by the relevant authorities, if You fail to comply with Your obligation to provide evidence of identity or we suspect that You or any other party connected with You or with the Matter is involved in activities proscribed by the POCA.

22.1.6 The anti- money laundering guidance which UK banks and other finance services firms must adhere to is issued by the Joint Money Laundering Steering Group ("JMLSG"). The JMLSG considers all clients with funds deposited in a law firm's pooled client account to be beneficial owners of that account. The JMLSG does not require banks to routinely identify the beneficial owners of law firm's pooled accounts, as they do with most other accounts they issue. Pooled client accounts are granted this exemption on the proviso that this information is available upon request. In the event of Our bank requesting information about the beneficial owners of Our pooled client account, You agree to Us disclosing Your details to them.

22.2 Politically Exposed Persons

22.2.1 The Money Laundering Regulations 2017 impose on the Firm a requirement to identify clients that are PEPs or Known Close Associates of PEPs.

Examples of a PEP would include:

- Heads of State, Heads of Government, Ministers and Deputy of Assistant Ministers;
- Members of Parliament;
- Members of Governing Bodies of political parties;
- Members of the Supreme Court, constitutional courts or any judicial body whose decisions are not generally subject to appeal;
- Members of courts of auditors or boards of central banks;
- Ambassadors, Charges d'affaires and high-ranking officers in the armed forces;
- Members of the administrative, management or supervisory

bodies or State-owned enterprises; or

- Directors, deputy-directors and members of the board or equivalent function of an international organisation.

If You are or think You may fall into one or more of the above categories or have done so in the last 12 months or if You are the spouse, partner, child or spouse/partner of a child or the parents of a person who currently falls or may fall into one or more of the above categories as a Known Close Associates of PEPs, please confirm by providing details when signing and returning the Authority to Proceed confirming Your instructions to Us.

If You are unsure whether any of the above applies to You, please speak to the lawyer who will be dealing with the Matter to enable Us to investigate further.

22.3 Severability

Each of these Terms shall be severable and distinct from the others and if any Term is held to be illegal, invalid or unenforceable, in whole or in part, the remaining Terms shall not be affected.

22.4 Equal Treatment / Equality and Diversity

Consistent with Our internal policies and procedures, We will not discriminate in the way We provide the Services on the grounds of age, disability, gender re-assignment, marriage and civil partnerships, pregnancy and maternity, race (including colour, nationality (including citizenship) ethnic or national origins), religion or belief, sex, sexual orientation.

22.4 Financial Services

If during the course of the Matter upon which We are advising You, You need advice on investments, We may have to refer You to someone who is authorised by the Financial Conduct Authority, as We are not. However, as We are regulated by the Solicitors Regulation Authority, We may be able to provide certain limited investment services where these are closely linked to the legal work We are doing for You.

If You have any problem with the Services, then please let Us know. We will try to resolve any problem between ourselves. If for any

reason We are unable to resolve the problem between Us, then We are regulated by the Solicitors Regulation Authority and complaints and redress mechanisms are provided through the Solicitors Regulation Authority and the Legal Ombudsman.

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent and impartial complaints handling body established by the Legal Services Act 2007.

22.5 Insurance Distribution

As stated above, 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 distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of Our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent and impartial complaints handling body established by the Legal Services Act 2007.

23. DISPUTE RESOLUTION

23.1 Scope

All claims, complaints and disputes arising out of or in connection with the Services ("Disputes") will be resolved pursuant to the below Term.

23.2 Complaints Procedure

23.2.1 We hope You will have no complaint. To underline how seriously We take complaints, We have a set Complaints Procedure which can be summarised as follows: (a copy of Our full complaints procedure is available on request)-

23.2.1.1 If You have any complaint or observation (good or bad) about the Services, please say so.

23.2.1.2 Raise any complaint first with the lawyer assigned to the Matter, including any complaint about Your bill.

23.2.1.3 If this does not resolve it satisfactorily, tell the Supervising Partner.

23.2.1.4 If this does not resolve it satisfactorily, contact Paul Green, the solicitor and Partner nominated by the practice to ensure prompt and thorough investigation of any complaint.

23.2.1.5 If still unresolved at this stage, You may take Your complaint to the Legal Ombudsman. Normally, You will have to bring Your complaint to the Legal Ombudsman within 6 months of receiving a final response from Us about Your complaint and within 6 years from the date of the act or omission giving rise to the complaint or alternatively within 3 years from the date You should reasonably have known there are grounds for complaint (if the act or omission took place more than 6 years ago).

23.2.2 Contact details:

23.2.2.1 The address of the Legal Ombudsman is: PO Box 6806, Wolverhampton, WV1 9WJ; telephone: 0300 555 0333; or view its website at www.legalombudsman.org.uk; email enquiries to: enquiries@legalombudsman.org.uk.

23.2.3 A complainant to the Legal Ombudsman must be one of the following:

- An individual;
- A micro-enterprise as defined in European Recommendation 2003/361/EC of 6 May 2003 (broadly, an enterprise with fewer than 10 staff and a turnover or balance sheet value not exceeding €2 million);
- A charity with an annual income less than £1 million;
- A club, association or society with an annual income less than £1 million;
- A trustee of a trust with a net asset value less than £1 million; or a personal representative or the

residuary beneficiaries of an estate where a person with a complaint died before referring it to the Legal Ombudsman.

- If You do not fall into any of the above categories, You should be aware that You can only obtain redress by using Our complaints procedure or by mediation or arbitration, or by taking action through the Courts.

23.2.4 Kindly note that You have the right to object to Your bill by making a complaint to the appropriate body referred to above and/or by applying to the Court for an assessment of the bill under Part III of the Solicitors' Act 1974 and, if all or part of Our bill remains unpaid, We may be entitled to charge interest.

23.3 Exclusions

We shall not be obliged to comply with Paragraph 23.1 and 23.2 in relation to any Dispute in which We seek:

23.3.1 an order or award (whether interim or final) restraining You from doing any act or compelling You to do any act;

23.3.2 a judgment or award for a liquidated sum to which here is no arguable defence (provided that the exception shall cease to apply and the Dispute may be referred to arbitration on the application of either party if the Court decides that You should have permission to defend the claim); or

23.3.3 the enforcement of any agreement reached or any binding order, award, determination or decision made pursuant to this Paragraph,

nor shall anything in this Paragraph inhibit Us at any time from serving any form of demand or notice or from commencing or continuing with any bankruptcy, winding up or other insolvency proceedings.

23.4 Regulator

Nothing in these Terms of Business shall prevent You at any time from referring any Matter to the body or bodies for the time being charged with the regulation of solicitors.

24. LAW AND JURISDICTION

The Terms on which We provide the Services to You are governed by, and shall be construed in accordance with, English law. You and We each agree to submit to the exclusive jurisdiction of the English courts, provided that We may in Our sole and

unfettered discretion commence proceedings against You in any other Court.

25. **QUALITY STANDARDS**

Due to Our own internal quality standards, We are subject to periodic checks by outside assessors. This could mean that Your file may be selected for checking/auditing, in which case We would need Your consent for inspection to occur. All inspections are, of course, conducted in confidence and all external firms and organisations working with Us are required to maintain confidentiality in relation to any files and papers that are audited/ checked by them. Your file(s) may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of Our business, the acquisition of another business by Us or the acquisition of a new business. If You prefer to withhold consent, work on Your file will not be affected in any way. Since very few of Our clients do object to this, We propose to assume that We do have Your consent unless You notify Us to the contrary. We will also assume, unless You indicate otherwise, that consent on this occasion will extend to all future matters which We conduct on Your behalf. Please contact Us if We need to explain this further. If You wish to withhold consent, please inform Us in writing when returning the signed Client Care Letter/ Authority to Proceed.

26. **DISCLAIMERS**

26.1 **Tax**

We are not qualified to advise You on the tax implications of transactions You instruct Us to carry out, or the likelihood of them arising.

27. **DATA PROTECTION**

You have a series of rights outlined under the Data Protection Legislation over how Your Personal Data is used, including erasure in specific circumstances. However, We may not always be able to agree with the exercise of such rights, as often Your Personal Data remains necessary in relation to the purpose for which it was originally collected and processed. Further information is available in Our Privacy Policy Statement, a copy of which accompanies the Client Care Letter, and which is also available on request and can be viewed on Our website at any time.

What personal information we process:

The categories of Personal Data We process include general personal data (which includes normal personal data, personal identity, email addresses and personal financial data) and special categories of personal data if these have been voluntarily provided to Us (which

includes ethnicity, nationality and medical history).

How We use Your personal information:

When Your file is open, the Personal Data is necessary in relation to the purpose for which it was originally intended. We process Your personal information to fulfil Our contract with You, or where You or We have a legitimate interest in doing so, where otherwise permitted by law, or to comply with applicable law and regulation. We use Your personal information for:

- Service provision and internal processing (i.e. to assess and/or provide and to service the Matter);
- Management of relationship (e.g. to develop Your relationship with Us);
- Resolving queries;
- Training and service review (e.g. to help Us enhance the services and the quality of those services);
- Statistical analysis (e.g. to help Us enhance Our products and the services or delivery channels to keep costs down); or
- Complying with legal obligations (e.g. to prevent, investigate and prosecute crime, including fraud and money laundering).

When Your Matter is completed, and/or Your file is closed, We may still process Your personal information where We have a legitimate interest in doing so, where We are permitted by law, or to comply with applicable laws and regulation.

Examples of such instances will include:

- Complying with legal obligations for statutory and regulatory requirements including for example, HMRC Returns, complaint handling, anti-money laundering, reporting to Our regulatory body; the Solicitors Regulation Authority;
- Archiving and storage of Your file(s) for the periods outlined in Paragraph 12. (Archiving and storage of Personal Data is still classed as a processing activity even though it is not being regularly accessed and remains securely locked away); or,
- Our legitimate interest to conduct Conflict of Interest checks, statistical analysis and research to help Us enhance Our products and services.

How We share Your information:

- We may share Your Personal Data with a range of organisations which enable Us to fulfil Our contract with You, or where We have legitimate interests to do so, or otherwise are required by applicable law and regulation. We can provide more details specific to Your Personal Data on request.
- For further information on how We use Your data, please see Our Privacy Policy Statement which is available on request or can be viewed and downloaded from the Firm's website.

You have a right to complain to the Information Commissioner's Office (<https://www.ico.org.uk>) which regulates the processing of Personal Data. You may also seek a judicial remedy.

28. **PROVISIONS RELATING TO LITIGATION AND OTHER WORK IN RELATION TO DISPUTES**

This paragraph contains further contractual provisions and important information which We are professionally obliged to give You where the Matter relates to litigation or the resolution of disputes by other means (including a non-contentious Matter which becomes contentious or gives rise to further instructions on a contentious Matter).

28.1 **Costs Risk**

28.1.1 In litigation matters, the Court may decide to order one party to pay the costs of the other. The Court usually orders the unsuccessful party to pay all or a part of the successful party's costs, although there is no certainty about this. The successful party usually recovers a proportion of its costs from the unsuccessful party, although there is no certainty about this. You should be aware that:

28.1.1.1 If You make an interim application to Court which does not succeed, You may have to pay the other side's costs, usually within fourteen (14) days.

28.1.1.2 If You lose the case, You may have to pay the other side's costs and it is not usually possible for You to withdraw from the case without dealing with the issue of those costs.

28.1.1.3 Costs awarded have to be proportionate to the value of the dispute and, in the ordinary course, recovered costs from the other side

rarely exceeds sixty to seventy per cent (60-70%) of actual expenditure.

28.1.1.4 You will still be liable to pay Our costs in full, even if the other party fails to pay the costs awarded to You by the Court.

28.1.1.5 Issues which the Court may take into account in assessing the costs payable or recoverable include:

28.1.1.5.1 efforts made before and during the proceedings to try to resolve the dispute, including the appropriate use of mediation and other alternative dispute resolution procedures;

28.1.1.5.2 the effects of Part 36 offers and other offers of settlement;

28.1.1.5.3 the complexity and size of the Matter and the difficulty or novelty of the questions raised;

28.1.1.5.4 the skill, effort, specialised knowledge and responsibility involved;

28.1.1.5.5 the time spent;

28.1.1.5.6 the place and circumstances in which the work was done.

28.1.2 If the other side is or becomes legally aided, it is highly unlikely that You will recover Your costs, even if You are successful.

28.1.3 If You are unsuccessful, or the Court so orders for some other reason, You may be ordered to pay the other side's costs. We will discuss with You whether the likely outcome will justify the expense/risk.

28.2 **Funding**

28.2.1 Legal expenses insurance may be included in Your contracts of insurance and You should check Your policies to see if You are covered. Your policy may cover Your costs and/or Your liability to pay the other side's costs. If You believe You are covered, please discuss this with Us as early on in the Matter as possible so that We can assist You in notifying Your insurer. If You do not have legal expenses insurance, You may be able to purchase insurance to cover You in the event that You have to pay the other side's costs.

28.2.2 A conditional fee agreement is an agreement whereby We would be entitled to charge You an increased fee if You were successful and would

charge You no fee or a reduced fee if You were not successful. You might be able to take out an insurance policy to cover You in the event that You were ordered to pay the other side's costs. You may be able to recover this insurance premium and any sums You paid to Us from the other side if You were successful depending on the type of case We are instructed on. We are happy to discuss this further with You at Your request.

28.3 **Statements of Truth**

Under the Civil Procedure Rules, all statements of case (the term for pleadings which includes documents such as claim forms, defences and witness statements) and certain other documents, must be verified by a statement of truth, to the effect that the party putting forward the document believes the facts stated in it are true. Making a false statement of truth is potentially a contempt of Court.

Whilst a statement of truth may be signed by You or Your legal representative, it is Our policy that You should sign Your own statement of truth.

28.4 **Attendance at Hearings**

Please be aware that, under the Civil Procedure Rules, the Court may order You to attend hearings. We will discuss this with You further as the Matter progresses.

28.5 **Alternative Dispute Resolution**

As part of the active management of a case under the Civil Procedure Rules, both the Courts and the parties in a dispute are required to consider the use of alternative dispute resolution ("ADR") if it is considered appropriate to help to resolve the dispute. ADR includes methods of dispute resolution such as mediation, adjudication and expert determination.

There have been occasions when the Courts have imposed costs penalties on parties who unreasonably refuse to consider ADR. We will discuss both the methods of ADR and any possible costs implication further with You if and when it becomes appropriate.

28.6 **Civil Procedure Rules**

The Civil Procedure Rules are a procedural code which govern Court procedures with the overriding objective

of enabling the Courts to deal with cases justly.

Dealing with a case justly amongst other things includes, so far as is practicable, ensuring that the parties are on an equal footing, saving expense and dealing with the case in ways which are proportionate to the amount of money involved, the importance of the case and complexity of the issues, and the financial position of each party and ensuring that the case is dealt with expeditiously and fairly and allotting to it an appropriate share of the Courts' resources.

The parties to a case are expected to help the Court to further the overriding objective and this means the parties must co-operate with the Court and obey the time limits and Court orders.

It is therefore imperative that You co-operate with any time limits set by the Civil Procedure Rules and Court orders. If such co-operation is not given then the Court has powers to impose penalties, which may include the dismissal of Your case.

29. **REGULATIONS AFFECTING YOUR CANCELLATION RIGHTS**

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

If We have not met You either in person (because, for example, instructions and signing of the contract documentation is taking place by telephone/mail, email or on-line – i.e.: by way of a "distance" contract) or We have taken instructions and a contract has been concluded away from Our offices (because, for example, we have met with You at home - i.e.: by way of an "off-premises" contract) and the contract was entered into on or after 14 June 2014, You have the right to cancel this contract within 14 calendar days of entering into the contract without giving any reason.

The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract.

To exercise Your right to cancel, You must inform Us by writing to Davis Woolfe Limited, 1 King William Street, London, EC4N 7AF Tel:

020 3874 2858 or by email to info@daviswoolfe.com of Your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email). You may use the model cancellation form attached to Your Client Care Letter, but it is not obligatory.

To meet the cancellation deadline, You must send Your communication concerning Your exercise of the right to cancel before the cancellation period has expired.

Should You require the work to be commenced within the 14-calendar day cancellation period, You must provide Your agreement to that in writing, by email, post or fax to enable Us to do so. By signing and returning a copy of Your Client Care Letter/ Authority to Proceed, You are providing Your agreement in writing to enable Us to commence work within the 14-calendar day cancellation period. Where You have provided Your consent for work to commence within the 14-calendar day cancellation period and You later exercise Your right to cancel, You will be liable for any costs, VAT and disbursements incurred up to the point of cancellation. Unless You make an express request for Us to commence work within the 14-day period (i.e. by signing and returning a copy of Your Client Care Letter/ Authority to Proceed, we will not be able to undertake any work during that period.

30. **PROFESSIONAL INDEMNITY INSURANCE**

We have a legal duty to tell You about Our professional indemnity insurance. We have an obligation to carry such insurance and Our qualifying insurers are:

Sompo International whose registered office is at 2 Minster Ct, London, EC3R 7BB. Our insurance policy number is PI18END1622. The insurance covers Our practice carried out from Our offices in England and Wales and will extend to acts or omissions wherever in the world they may occur.

31. **CRIMINAL FINANCES ACT**

We are committed to promoting compliance with the requirements of the Criminal Finances Act 2017 within Our practices as well as in those areas in which We have influence.

We do not tolerate tax evasion, or the facilitation thereof in any circumstances, whether committed by or facilitated by You, personnel or associated persons/companies.

32. **FINANCIAL SERVICES COMPENSATION SCHEME**

In the event of a banking failure, it is unlikely that the Firm would be held liable for any losses of client account money.

We currently hold Our client account funds in HSBC Bank Plc. The £85,000 Financial Services Compensation Scheme (FSCS) limit will apply to each individual client so if You hold other personal monies Yourself in the same bank as Our client account, the limit remains £85,000 in total, so it may be advisable to check with Your own bank as some banks now trade under different trading names.

However, with effect from 3rd July 2015, the FSCS provides a £1 million protection limit for temporary high balances held with a bank, building society or credit union if it fails. Further details relating to what constitutes a temporary high balance and the rules relating to the protection can be found at www.fscs.org.uk

In the event of a bank failure You agree to Us disclosing details to the FSCS.

33. **CONSUMER PROTECTION REGULATIONS**

The Consumer Protection from Unfair Trading Regulations 2008 (as amended) regulate transactions between traders and consumers and prohibit trading practices that amount to unfair commercial practices and misleading acts and omissions. Neither You, the client, nor Us, Your legal representative, must mislead the opposite party either by providing incorrect or ambiguous information, or by omitting to provide material information about any assets You are selling.

Certain information will be revealed through the opposite parties' enquiries of public databases or other such professional appointments they may engage. However, You must disclose to Us any known material adverse matters relating to the assets known to You and failure to do so may mean that, in certain circumstances, the opposite party would have rights of redress against You.

We encourage You to make all known disclosures as early in the case as possible to prevent delays.

If We become aware of any such existence of material information, and You decline to authorise disclosure to the opposite party, then

We would have to consider whether it was possible to continue to act for You as the Consumer Protection from Unfair Trading Regulations 2008 imposes a duty to act fairly towards You as Our client and also towards third parties, especially those that are unrepresented.

34. **LEGAL AID**

We do not undertake legal aid work and it is important that You are aware of Legal Aid. Legal Aid is useful to a litigant because if they lose, their liability is limited to their means-tested contribution, and it is unlikely the Court will allow the victor to recover any costs against them. Legal Aid is not free. In most cases, it is only a loan repaid from the fruits of the action. If the assisted party succeeds and recovers or preserves any asset (except for some exemptions for maintenance and family proceedings), it is subject to the statutory charge. The statutory charge operates to put the recovery or the preserved asset first towards payment of the assisted party's legal costs, and the assisted party only gets the net balance (if any) – often much later because of the time taken in quantifying the final costs. If money is recovered, it has to be paid to the assisted party's solicitor who has to pay it into the Legal Aid Fund who carry out the accounting and pay out the balance. The Legal Aid Agency has no power to reduce or waive the effect of the statutory charge. If a home is involved, it is sometimes possible to delay payment, but the statutory charge then operates like a mortgage and attracts interest until everything is repaid on sale. For more information go to the LAA website www.gov.uk/legal-aid or telephone them directly on 0300 20 2020.