Terms & Conditions of Business

1 Our contract with you

1.1 These **Terms of Business** (as updated from time to time) together with our Client Engagement Letter and its enclosures apply to all work we do on your behalf. It is an important document—please read and keep it in a safe place for future reference.

1.2 Each time you instruct us on a new matter we will send you a letter confirming your instructions and setting out the scope of the work we will carry out for you, our fees and individual contact details. This is called the **Client Engagement Letter** (also referred to as the Client Care Letter). These Terms of Business should be read together with the Client Engagement Letter and any other documentation provided with the Engagement Letter—together they form the contract between us.

1.3 If there is any inconsistency between our Terms of Business and the Client Engagement Letter, the Client Engagement Letter and supporting documentation will take priority.

1.4 Your continuing instructions in this matter will amount to your acceptance of these Terms of Business.

1.5 Unless otherwise agreed, these Terms of Business will apply to all future instructions you give us on this or any other matter.

1.6 These Terms of Business are subject to change from time to time and will be available to view on our website at www.thomasharveysolicitors.co.uk.

1.7 This contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

2 About us

2.1 Thomas Harvey Solicitors is a trading name of Thomas Harvey Legal Limited incorporated in England and Wales with registered number 15193370. Its registered office is at Third Floor, 10 South Parade, Leeds, LS1 5QS. We use the term 'partner' to refer to a Director of Thomas Harvey Legal Limited or an employee or consultant with equivalent standing and qualifications. All Directors or members of Thomas Harvey Legal Limited are solicitors, barristers or registered foreign lawyers. A list of the Directors can be inspected at the registered office.

2.2 The Offices of Thomas Harvey Solicitors are located at Richmond House, Lawnswood Business Park, Redvers Close, Leeds, LS16 6QY, Tel 0113 512 7737. Our opening hours are Monday to Friday 8:30pm to 5:30pm. Appointments can be arranged outside these hours upon request.

2.3 Our telephone number is 0333 004 0272 and our email is info@thomasharveysolicitors.co.uk. Specific email addresses and details of our offices can be found on our website at www.thomasharveysolicitors.co.uk.

2.4 Thomas Harvey Legal Limited t/a Thomas Harvey Solicitors is authorised and regulated by the Solicitors Regulation Authority (SRA), The Cube, 199 Wharfside Street, Birmingham, B1 1RN. The SRA is the independent regulatory arm of the Law Society of England and Wales, our professional body. Thomas Harvey Legal Limited and our solicitors are governed by Codes of Conduct and other professional rules, which you can access on the SRA's website at www.sra.org.uk or by calling 0370 606 2555. Our SRA authorisation number is 8006820. All services provided by Thomas Harvey Solicitors are regulated by the SRA.

2.5 We are registered for VAT purposes. Our VAT registration number is 461832588.

2.6 Where we say '**we**', **'us'** or '**our'** in these Terms of Business, we mean Thomas Harvey Legal Limited T/A Thomas Harvey Solicitors.

2.7 We operate a policy of equality throughout the Firm, and we do not discriminate against any person on the grounds of sex, race, marital or civil partnership status, sexual orientation, gender reassignment, pregnancy, maternity or paternity, disability, age, religious or other beliefs.

3 About you

Where we say **'you'** or **'your'** in these Terms of Business, we mean the client identified in the Client Engagement Letter and anyone authorised to give instructions on that client's behalf.

4 Our responsibilities and your responsibilities

What you can expect of us	What we expect of you
Treat you fairly and with respect Communicate with you in plain language Review your matter regularly Advise you of any changes in the law that affect your matter Advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter	Provide documents when we ask for them and respond promptly when we ask for instructions or information Notify us if your contact details change Tell us immediately if your expectations change or if you are not sure you understand what we have discussed Inform us of any time limits or objectives that might not be obvious to us Notify us immediately if you receive any email or other communication purporting to be from the firm stating that we have changed our bank details or payment arrangements Let us know about any other changes that may affect the way we deal with your matter, including any changes that may affect your tax status in any jurisdiction

5 Scope of our legal services

5.1 The scope of the services we will provide is set out in the Client Engagement Letter.

5.2 We will provide legal advice and services to you with reasonable care and skill. However, the nature of many types of legal work means that it is not possible to guarantee a particular outcome.

5.3 Unless otherwise agreed in writing, we will advise only on English law.

5.4 We will not advise on surveying, valuation, commercial viability, trading or marketability issues. We only provide legal advice. Tax, medical or any other form of specialist advice does not form part of our retainer. Except as described at section 13 (***Financial services***), we do not provide financial services or advice.

5.5 If you ask us to obtain advice from another law firm, that firm will be responsible for the service and advice they provide.

5.6 Unless otherwise agreed in writing, our advice and any documents we prepare:

5.6.1 are for use only in connection with the specific matter on which we are instructed, can only be relied on by you; and

5.6.2 reflect the law in force at the relevant time.

6 Service standards

6.1 We are normally open during the periods set out in 2.2 above. We may be able to arrange appointments outside of these times. We are usually closed during Public Holidays and Bank Holidays.

6.2 We will update you by telephone or in writing (including by email) with progress on your matter regularly and explain to you the legal work required as your matter progresses.

6.3 We will update you at appropriate intervals on the likely timescale for each stage of your matter and any important changes in those estimates. Whenever there is a material change in circumstances associated with your matter, we will update you on whether the likely outcomes still justify the likely costs and risks.

6.4 We will update you on the cost of your matter at regular intervals usually every 13 weeks. Any cost update letters will contain details of how much costs has been incurred in your matter and any revised estimate that may be necessary. Your continued instruction will be deemed as acceptance of any updated estimate. If appropriate, we will continue to review whether there are alternative methods by which your matter can be funded.

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

7 Our liability to you

7.1 Your contract is solely with Thomas Harvey Legal Limited t/a Thomas Harvey Solicitors which has sole legal liability for the work done for you and for any act or omission in the course of that work. No representative, member, officer, employee, agent or consultant of Thomas Harvey Legal Limited t/a Thomas Harvey Solicitors will have any personal legal liability for any loss or claim.

7.2 Unless explicitly agreed otherwise, in writing:

7.2.1 we do not owe, nor do we accept, any duty to any person other than you; and

7.2.2 we do not accept any liability or responsibility for any consequences arising from reliance on our advice by any person other than you.

7.3 We are not responsible for any failure to advise or comment on matters falling outside the scope of our instructions, as set out in these Terms of Business and the Client Engagement Letter.

7.4 It is agreed between us that the Contracts (Rights of Third Parties) Act 1999 does not apply to the terms of our engagement or any subsequent amendment to it unless expressly confirmed in writing by us that the said Act does apply.

7.5 Our maximum liability to you (or any other party we have agreed may rely on our services) in relation to any single matter or any group of connected matters which may be aggregated by our insurers will be £3,000,000 including interest and costs unless we expressly state a different figure in the Client Engagement Letter.

7.6 We will not be liable for any of the following (whether direct or indirect):

7.6.1 losses not caused by any breach of contract or tort on the part of the firm.

7.6.2 loss of revenue.

7.6.3 loss of profit.

7.6.4 loss of or corruption to data.

7.6.5 loss of use.

7.6.6 loss of production.

7.6.7 loss of contract.

7.6.8 loss of opportunity.

7.6.9 loss of savings, discount or rebate (whether actual or anticipated); and

7.6.10 harm to reputation or loss of goodwill.

7.7 Nothing in these Terms of Business shall exclude or restrict our liability in respect of:

7.7.1 death or personal injury caused by our negligence.

7.7.2 fraud or fraudulent misrepresentation.

7.7.3 any losses caused by wilful misconduct or dishonesty.

7.7.4 any other losses which cannot be excluded or limited by applicable law.

7.8 Please ask if you would like us to explain any of the terms above.

8 Our charges and billing

8.1 You are liable to pay legal costs as set out in the Client Care Documentation, which also states the arrangements for billing. We will usually discuss this with you at the outset of your matter.

8.2 Some matters may be covered by 'Before the Event Insurance', sometimes referred to as 'Legal Expenses Insurance'. You should check carefully any credit or debit cards, household insurance policies and vehicle policies to satisfy yourself whether or not you have such cover. We would ask you to inform us immediately if such cover exists.

8.3 Our costs are either agreed on a fixed fee basis or are calculated on a time spent, hourly rate basis. Hourly rates vary according to the seniority and experience of the legal personnel. Other factors may also be taken into account, including the complexity, urgency and value of the matter, and an additional sum may be added. Time spent on your case will include meetings with you and perhaps others; preparing and working on papers; research; correspondence (including emails); making and receiving telephone calls; and travelling.

8.4 Please note that although our hourly rates are set in line with market rates, these rates may differ from those that we can recover from your opponent or are allowed by the Court at assessment. We will endeavour to recover the maximum amount of potential costs however any shortfall on the rates and/or overall costs is recoverable from you. Litigation Cases - If your case falls under the Fixed Recoverable Costs Regime, the shortfall on the overall costs is likely to be significant. Further details on Fixed Recoverable Costs can be found in our Costs Information Sheet.

8.5 If your case is subject to the Fixed Recoverable Costs regime, in the event that the amount of fixed costs awarded exceeds our charges calculated on a time spent and hourly rate basis, you agree to pay us the full amount of the fixed costs instead of the lower amount,

8.6 Routine letters that we write and receive, routine telephone calls that we make and receive and routine emails that we send and receive will be charged as units of 1/10th of an hour i.e., 6 minutes. Other letters calls and emails will be charged on a time spent basis.

8.7 Our rates are reviewed annually to take into account changes in our overhead costs and inflation, and we will notify you of any changes. We will also notify you of any change in the status of legal personnel which affects their hourly rate. VAT will be added at the rate which applies when the work is done. All estimates or quotations given by us are exclusive of VAT.

8.8 If we have provided you with a quote or fixed fee for the work, you require to be carried out then that will be our fee unless we have agreed otherwise. We will endeavour where possible to agree fees where it is appropriate to do so.

8.9 In litigation matters it is not usually possible to give a fixed fee for our services and/or disbursements and in those circumstances, we will provide you with an estimate of costs. It is also the nature of litigation that costs are very difficult to predict at the outset due to various factors including, but not limited to, the length of the matter, the evidence and the attitude of the opponent. If we have provided a written estimate of the total charges to you, it is given only as a guide to assist you in budgeting and should not be regarded as a fixed quotation unless otherwise agreed in writing. If our estimate changes, we will update any such estimate at least every six months. We will also inform you if any unforeseen but significant additional work becomes necessary (for example, due to unexpected difficulties or if your requirements or the circumstances significantly change during the matter). We will inform you in writing before any significant extra costs or expenses are incurred. We will not incur any disbursements such as experts' fees, counsel's fees or court fees without obtaining your consent to do so.

8.10 You may set a limit on the costs to be incurred. This means that you must pay costs and/or expenses up to the agreed limit without our needing to refer to you. We will inform you as soon as it appears that the limit may be exceeded, we will not exceed the agreed limit without first obtaining your consent to do so. If, for any reason, this matter does not proceed to completion, we will charge you for the work done and expenses incurred.

8.11 It is normal practice to ask clients to pay sums of money from time to time on account of the costs and disbursements which are expected in the following weeks or months. This helps to avoid delay in the progress of the case. Full details of the payments required on account of charges will be incorporated in the letter sent with the terms of business. We may request further payments on account for costs to be incurred as the matter progresses. For work already completed please see below. When we put these payments towards your bills, we will send you a receipted bill.

8.12 We may also utilise any monies recovered on your behalf against our outstanding costs. For example, , where we recover any damages or compensation for you this may be used to discharge any fees owing to us prior to those monies in respect of damages being paid to you. For further information, please refer to our Litigation costs information sheet. We will offset any such payment against your final bill, but it is important that you understand that your total costs may be greater than any advance payment

8.13 We may deliver our bills to you electronically. Please let us know if you have any particular requirements for the delivery of our bills.

8.14 We will be entitled to send you an interim invoice or an interim request for payment on account, usually monthly (though we may invoice at different intervals depending on the work done; for instance, if little or no work is done in a month due a natural break in the case then we may invoice every two months. Additionally, if there is a lot of work carried out in a short period of time then we may invoice bi-weekly) unless otherwise agreed or we have agreed a fixed fee for the entirety of the work. In the event that we have agreed a fixed fee, we will render our first invoice once one third of the work has been completed. Thereafter, we will bill regularly as work is completed on your matter until the fixed fee and/or work has been completed or exhausted. Once the matter has completed, or in anticipation of a matter completing, we will send you a final

invoice. This, together with the interim invoices or the interim requests on account, shall make up the entirety of our charges for the matter.

8.15 Unless you request otherwise, our final bill will only cover work carried out from the preceding interim invoice or interim request for payment on account. You are entitled to request a final statute bill covering the entirety of the work you should do so within 1 month.

8.16 Our bills become due for payment by return and in the currency in which they are submitted.

8.17 Please inform us if you would like a third party to be responsible for paying our bills or any part of them. We must approve this in advance, and we will need the party's name, contact details and any other information or identification documents we request. It is your responsibility to pay our bills even if someone else has agreed to pay some or all of them and our bills will still be addressed to you. If someone else does pay some of our bills, you are responsible for paying the rest. Please note that we can only invoice you for work that has been done on your behalf.

8.18 If our instructions in relation to a matter are received from more than one party, each party for whom we are acting will be jointly and severally responsible for payment of the whole of our costs and expenses.

8.19 By appointing us to act on your behalf you also authorise us to incur such expenses and disbursements as we consider necessary. Examples of expenses and disbursements which we may have to pay on your behalf include but are not limited to, court fees, counsel's and other experts' fees. You will always be ultimately responsible for the payment of expenses and disbursements that we pay on your behalf. We reserve the right to charge expenses of travel, accommodation and meals while travelling away from the office in relation to your matter and for photocopying costs incurred on your behalf. We will always endeavour to agree these with you before they are incurred.

8.20 We may charge interest on overdue bills on a daily basis at 4% above the Royal Bank of Scotland base rate.

8.21 We may cease acting for you if an interim bill remains unpaid after 7 days or if our reasonable request of a payment on account of costs is not met.

8.22 You have the right to challenge or complain about our bill. Please see section 18 (*Complaints*) for details of how to complain about our bill.

8.23 You have the right to challenge our bill by applying to the court to assess the bill under the Solicitors Act 1974. The usual time limit for applying to the court for an assessment is one month from the date of delivery of the bill.

9 Confidentiality

9.1 We will keep your information confidential, unless:

9.1.1 you consent to the disclosure of that information.

9.1.2 disclosure of the information is required or permitted by law or regulatory requirements that apply to us; or

9.1.3 these Terms of Business state otherwise.

9.2 Examples of organisations we may be required to disclose your information to include:

9.2.1 the National Crime Agency.

9.2.2 domestic and international tax authorities.

9.2.3 regulatory authorities.

9.3 Unless you instruct us otherwise, **email** will be our default method of communication. If you do not wish us to communicate information by email, please let us know.

9.4 Sometimes we ask other companies or people to carry out photocopying and other such services on our files to help us deliver efficient, cost-effective legal services. We ensure all outsourcing providers operate under service agreements that are consistent with our legal and professional obligations, including in relation to confidentiality. Information on outsourcing in relation to your personal data is set out in our *Privacy policy* — see section 10.3.

9.5 External organisations such as the Information Commissioner's Office, Lexcel auditors and the SRA may conduct audit or quality checks on our practice from time to time. They may wish to audit, or quality check your file and related papers for this purpose. We will require that these external organisations maintain confidentiality in relation to any files and papers which are audited, or quality checked.

9.6 Your files 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 new business. If you do not wish your file to be used in this way, please let us know as soon as possible.

10 Privacy and data protection

10.1 We use your personal data primarily to provide legal services to you, but also for related purposes such as administration, billing and record keeping and to inform you of our services and events that we think may be of interest to you.

10.2 Our use of your personal data is subject to your instructions, the UK General Data Protection Regulation (UK GDPR)**,** other relevant UK legislation and our professional duty of confidentiality.

10.3 We take your privacy very seriously. Our Privacy policy contains important information on how and why we collect, process and store your personal data. It also explains your rights in relation to your personal data. The Privacy policy is available on request and please contact us if you would like us to send a copy to you or if you would prefer us to explain our Privacy policy verbally.

10.4 We may record telephone calls and monitor emails for training, regulatory and compliance purposes.

10.5 We use third party service providers (including 'cloud' service providers) to help us deliver efficient, cost-effective legal services. This may include document/information hosting, sharing, transfer, analysis, processing or storage. We ensure all third-party service providers operate under service agreements that are consistent with our legal and professional obligations, including in relation to confidentiality, privacy and data protection. If you instruct us to use an alternative provider for storing, sharing or exchanging documents/information, we are not responsible for the security of the data or the provider's security standards.

10.6 We may use artificial intelligence tools and technologies ("AI Tools") to assist in the provision, delivery, administration and improvement of our services. The use of AI Tools is intended to support our professional judgement, expertise, responsibilities or obligations owed to you under these Terms of business or applicable law. We remain fully responsible for the services we provide and shall continue to comply with all applicable professional, legal and regulatory obligations. Any personal data processed through or shared with AI Tools shall be handled in accordance with our Privacy Policy and applicable data protection legislation. Where third-party AI providers or other service providers are engages, we shall take appropriate steps to ensure they are subject to suitable contractual confidentiality, data protection and information security obligations, and that any confidential information or personal data is handled securely and only for authorised purposes in connection with the provision of our services. If you would rather AI tools are not used, please notify us in writing at the outset of your instructions.

10.7 We may use your personal data to send you updates (by email, text, telephone or post) about legal developments that might be of interest to you and/or information about our services, including exclusive offers, promotions or new services. You have the right to opt out of receiving promotional communications at any time, by:

10.7.1 contacting us by emailing info@thomasharveysolicitors.co.uk

10.7.2 using the 'unsubscribe' link in emails or 'STOP' number in texts.

10.8 We will retain your physical and electronic files for a period of **8 (eight) years** following the conclusion or closure of your matter. After this time, unless you have made prior arrangements with us, we reserve the right to securely destroy or delete all documents and records relating to your matter without further notice. If you require copies of any documents from your file during the retention period, please contact us and we will provide them subject to any applicable administrative fees.

11 Banking and related matters

11.1 Our client accounts

Unless agreed otherwise, we hold client money in various accounts with UK banks regulated by the Financial Conduct Authority (FCA).

11.2 Changes to our bank details

We will **never** tell you about changes to important business information, such as bank account details, by email. Always refer to the original bank details provided to you with your Client Engagement Letter. Please telephone us using our main switchboard number to verify our bank details before transferring any money. Please inform us immediately if you receive any email or other communication purporting to be from the firm stating that we have changed our bank details or payment arrangements.

11.3 Payment of interest

11.3.1 We will pay a fair sum of interest to clients or third parties on client money we hold on their behalf.

11.3.2 We will not pay interest:

(a) where the amount of interest is less than £20.
(b) where we agree otherwise, in writing, with you or the third party for whom the money is held.
(c) where funds are held in our account for 5 working days or less

11.3.3 Please ask us if you would like to see our written payment of interest policy.

11.4 Bank failure and the Financial Services Compensation Scheme

11.4.1 We are not liable for any losses you suffer as a result of any bank in which we hold client money being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS).

11.4.2 The FSCS is the UK's statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation up to £120,000 if a banking institution is unable, or likely to be unable, to pay claims against it.

11.4.3 The limit is £120,000 per banking institution. If you hold other personal money in the same banking institution as our client accounts, the limit remains £120,000 in total. Some banking institutions have several brands. The compensation limit is £120,000 per institution, not per brand.

11.4.4 The FSCS also provides up to £1m of short-term protection for certain high balances, e.g., relating to property transactions, inheritance, divorce or dissolution of a civil partnership, unfair dismissal, redundancy, and personal injury compensation (there is no financial limit on protection for personal injury compensation). This is called the temporary high balance scheme and, if it applies, protection lasts for a maximum of six months.

11.4.5 The FSCS (including the temporary high balance scheme) will apply to qualifying balances held in our client account. In the unlikely event of a deposit-taking institution failure, we will presume (unless we hear from you in writing to the contrary) we have your consent to disclose necessary client details to the FSCS.

11.4.6 More information about the FSCS can be found at https://www.fscs.org.uk.

11.5 Receiving and paying funds

11.5.1 Our policy is not to accept cash. 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 establish the source of the funds and this could also cause delays.

11.5.2 We are only able to accept debit and credit card payments up to a maximum of £5000 per matter.

11.5.3 If we receive money in relation to your matter from an unexpected source, there may be a delay in your matter, and we may charge you for any additional checks we decide are necessary.

11.5.4 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.

12 Prevention of money laundering, terrorist financing and proliferation financing

12.1 To comply with anti-money laundering, counter-terrorist financing and counter-proliferation financing requirements, we will ask you for proof of your identity and we also conduct searches or enquiries for this purpose. We may also be required to identify and verify the identity of other persons such as directors or beneficial owners. If you or they do not provide us with the required information promptly, your matter may be delayed.

12.2 You agree that we may make checks using online electronic verification systems or other databases as we may decide.

12.3 You must not send us any money until we have told you these checks have been completed.

12.4 We will charge you for these identification and verification checks—we will confirm the cost in our Client Engagement Letter.

12.5 We may ask you to confirm the source of any money you have sent us or will send us. If you do not provide us with that information promptly, your matter may be delayed.

12.6 Any personal data we receive from you for the purpose of preventing money laundering, terrorist financing or proliferation financing will be used only for that purpose or:

12.6.1 with your consent; or

12.6.2 as permitted by or under another enactment.

12.7 We are professionally and legally obliged to keep your affairs confidential. However, we may be required by law to make a disclosure to the National Crime Agency where we know or suspect that a transaction may involve money laundering, terrorist financing or proliferation 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.

12.8 Subject to section 7 ('***Our liability to you***'), we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of the money laundering, terrorist financing and/or proliferation financing legislation.

13 Financial services

13.1 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/firms/financial-services-register.

13.2 We are not authorised by the FCA to provide investment advice services. If you need advice on investments, we may refer you to someone who is authorised by the FCA to provide the necessary advice. However, because we are regulated by the SRA, we may be able to provide certain limited investment advice services where these are closely linked to the legal work we are doing for you.

13.3 The SRA is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any financial service you receive from us, you should raise your concerns with the SRA or Legal Ombudsman.

14 Professional indemnity insurance

14.1 We have professional indemnity insurance giving cover for claims against us. Our insurance is held by Travelers Insurance Company Limited. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy, can be provided on request.

14.2 It is a condition of our professional indemnity insurance that we notify our insurer and/or broker of any circumstances which may give rise to a claim against us. In doing so, we may disclose documents and information to our insurer, broker and insurance advisers on a confidential basis. Our insurers and brokers are contractually obliged to keep all information we pass to them strictly confidential.

15 Referrals

15.1 Referrals to Third Parties

15.1.1 If we recommend that you use a particular firm, agency or business, we shall do so in good faith and because we believe it to be in your best interest. If we recommend that you use a particular firm, agency or business that we are aware only offer products from one source, we shall notify you in writing of this limitation. If we have any financial or other interest in referring you to another person or business, we will inform you of this in writing. We do not receive referral fees.

15.1.2 If we recommend that you use a particular firm, agency or business, we shall not be liable to you for any advice you may be given by that firm, agency or business and you are advised that if that firm, agency or business is not another firm of solicitors you will not be afforded the regulatory protection

of the Solicitors Regulation Authority or of the SRA Code of Conduct and Solicitors Indemnity Insurance Rules, nor shall you be entitled to the benefit of the Solicitors' Compensation Fund.

16 Referrals from Third Parties

16.1.1 If your matter has been referred to us by a non-lawyer third party, such as an Accountant, Financial Adviser, Surveyor, we shall inform you in our client engagement letter if we have a financial arrangement with that third party and shall disclose to you the amount of any payment. It is not our practice to pay referral fees. We do not pay prohibited referral fees.

16.1.2 If you have been referred to us by a third party, we confirm that any advice we give you will be independent and that you are free to raise questions on all aspects of your claim, and we further confirm that information disclosed to us by you will not be disclosed to the introducer unless you expressly consent to any such disclosure.

16.1.3 If we are acting for the third party who referred you to us in the same matter and a conflict of interests arises between you and the third party, we might be obliged to cease acting for you.

17 Undertakings

17.1 No verbal or written representation by a member of the Firm shall amount to an undertaking unless it is in writing and specifically termed an undertaking.

18 Complaints

18.1 We want to give you the best possible service. However, if at any point you become unhappy or concerned about the service we have provided you should inform us immediately so we can do our best to resolve the problem.

18.2 In the first instance it may be helpful to contact the person who is working on your case to discuss your concerns and we will do our best to resolve any issues. If you would like to make a formal complaint, then you should request our complaints procedure. Making a complaint will not affect how we handle your case.

18.3 What to do if we cannot resolve your complaint

18.3.1 We have eight weeks to consider your complaint. If we have not resolved it within this time, you may be able to complain to the Legal Ombudsman. Generally, this applies if you are an individual, a business with fewer than 10 employees and turnover or assets not exceeding a certain threshold, a charity or membership organisation with a net annual income of less than £1m, a trustee of a trust with an asset value of less than £1m, or if you fall within certain other categories (you can find out more from the Legal Ombudsman). The Legal Ombudsman will look at your complaint independently and it will not affect how we handle your matter.

18.3.2 Before accepting a complaint for investigation, the Legal Ombudsman will check that you have tried to resolve your complaint with us first. If you have, then you must take your complaint to the Legal Ombudsman:

(a) within six months of receiving our final response to your complaint.

and

(b) no more than one year from the date of act/omission; or

(c) no more than one year from when you should reasonably have known there was cause for complaint.

18.3.3 If you would like more information, you can contact the Legal Ombudsman by:

(a) visiting www.legalombudsman.org.uk
(b) calling 0300 555 0333 between 9.00 to 17.00
(c) emailing enquiries@legalombudsman.org.uk
(d) writing to Legal Ombudsman PO Box 6806, Wolverhampton, WV1 9WJ

18.4 What to do if you are unhappy with our behaviour

18.4.1 The Solicitors Regulation Authority (SRA) can help if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic.

18.4.2 The SRA's website contains information raising concerns about solicitors and law firms.

19 Terminating your instructions

19.1 You may terminate our appointment at any time by giving us notice in writing. We can keep all your papers and documents while there is still money owed to us for our charges or disbursements.

19.2 We will only decide to stop acting for you with good reason, e.g., you fail to give good or proper instructions, where we feel that the relationship has broken down, if you do not pay a bill, if you provide us with misleading information, or if you act in an abusive or offensive manner. We will give you reasonable notice before we stop acting for you.

19.3 If you or we decide that we should stop acting for you, we will charge you for the work we have done and, where appropriate, for transferring the matter to another adviser if you so request. This will be calculated on the basis set out in the Client Engagement Letter.

19.4 We are not responsible for reminding you about important dates and/or any deadlines after our appointment has been terminated.

19.5 The fact that we may inform you from time to time of developments in the law which may be of interest to you, by email, newsletter or otherwise, should not be understood as a revival of a lawyer-client relationship. We have no obligation to inform you of such developments in the law unless we are specifically engaged to do so.

20 Cancellation Rights

20.1 This paragraph only applies to consumers (i.e., individuals) and only to private matters (i.e., not associated with your trade or profession) and where we have not met you in person or we have met you away from our business premises:

20.2 The Consumer Contracts (Information, Cancellation and Additional charges) Regulations 2013 provide that you have the right to cancel this contract if: (a) this contract is a distance contract i.e. a contract concluded under an organised distance service-provision scheme solely by distance communication and we have not met with you in person before the contract is concluded, or (b) this contract is an off-premises contract i.e. a contract concluded away from our offices (e.g. at your home), or, in limited circumstances, a contract concluded at our offices after meeting with you away from our offices. If our contract is an 'on-premises' contract, you do not have the right to cancel under these Regulations.

20.3 If the right to cancel applies, you have the right to cancel this contract, without giving any reason within 14 days of the date of the letter or email attaching this contract. To do so, you can let us know by your clear statement via (for example) post, fax or email. You can also use the cancellation form attached to our client engagement letter. To meet the cancellation deadline, it is sufficient that you send your cancellation notice before the end of the 14-day period. If our services have concluded before the end of the cancellation period,

your right to cancel will be lost if you have instructed us to commence work before the 14-day period has expired.

20.4 If you are unsure about anything in this sub-section, please contact us immediately.

20.5 If you cancel this contract we will, without charge and within 14 days of you telling us, reimburse funds received from you, but only to the extent that they have not already been paid out on your behalf as instructed. Work cannot commence on a matter to which the right to cancel applies within the cancellation period unless you make an express request. If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed, until you have communicated to us your cancellation of this contract, in comparison with the full coverage of this contract.

21 Intellectual Property Rights

21.1 We retain copyright and all other intellectual property rights in all documents and other works we develop or generate for you in providing our services including but not limited to, knowhow and working materials as well as final documents.

21.2 We may retain for our subsequent use a copy of the advice or opinion of counsel or any other third party obtained in the course of providing our services. We will ensure that any information capable of identifying you will be concealed.

22 Consumer Protection

22.1 The Consumer Protection from Unfair Trading Regulations prohibit unfair commercial practices and misleading acts and omissions. Neither you, nor we, must mislead any other party, either by providing incorrect or ambiguous information, or by omitting to provide material information. For example, in a conveyancing transaction you must disclose to us any known defects and other material adverse matters relating to the property which are known to you; failure to do so may give the buyer or tenant rights of redress against you, including the right to unwind the transaction and damages.

23 Storage and retrieval of files

23.1 We may create and hold client files in hard copy (paper), electronically or a combination of both.

23.2 We normally store client files (except any of your papers you ask to be returned to you) for 6 years after we send you our final bill. Unless you instruct us to the contrary, we will store your file electronically only and will destroy our paper. We store the file on the understanding that we may destroy it after 6 years. We will not destroy original documents such as wills, deeds and other securities that we have agreed to hold in safe custody, but we may, on reasonable notice, send them to you for safekeeping.

23.3 If we retrieve your file from storage (including electronic storage) in relation to continuing or new instructions to act for you, we may charge for the retrieval.

23.4 If we retrieve your file from storage for another reason, we may charge you for:

23.4.1 time spent retrieving the file and producing it to you.

23.4.2 reading, correspondence, or other work necessary to comply with your instructions in relation to the retrieved file; and/or

23.4.3 providing additional copies of any documents.

We will provide you with an electronic copy of the file unless it is inappropriate to do so.