



# Terms of Business

## 1. Our Contract

These Terms of Business issued by ORJ Law Ltd ("the firm"), as supplemented and/or amended by any relevant Engagement Letter; apply to each matter we work on for you. No variation of these Terms shall be effective unless it is in writing and is signed by one of our directors.

The terms on which we have agreed to act as your solicitor are set out below. They should be read in conjunction with any accompanying correspondence and are intended to apply to all the work we do for you unless we agree different arrangements with you in writing.

## 2. Defined Terms

The following definitions apply throughout these Terms:

**"the firm"** means ORJ Law Ltd and any successor practice and any service company owned or controlled by or on behalf of the firm or any of the directors.

**"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.

**"Credit period"** means the period of seven (7) days from the date of our invoice for our fees and/or expenses.

**"Documents"** means Documents held for you (documents we create or receive on your behalf), our documents (documents which we create or receive for our benefit) and your documents (documents which you give or lend to us)

**"Engagement Letter or Client Care Letter"** means, in relation to any matter, the letter (or agreement) recording the basis of our engagement.

**"Force Majeure"** means, any circumstances 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.

**"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 an Engagement Letter or other agreement.

**"Services"** means all services we provide to you in relation to the relevant matter.

**"SRA"** means Solicitors Regulation Authority

**"We", "us" and "our"** means or refers to the firm

**"You"** includes the addressee of the relevant Engagement Letter and any other person identified in the Engagement Letter as our client and "your" shall have a cognate meaning

## 3. Our Authority and Services

**Our Authority:** You give us full authority to act for you to the fullest extent necessary or desirable to provide the Services. 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.

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.

**Our Services:** 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:-

- Provide us with timely instructions, information and materials necessary or desirable for us to perform the services for you;
- Notify us promptly of any changes or additions to instructions, information, and materials previously provided by you or on your behalf; and
- Ensure that all information provided to us is complete in all material respects and not misleading.

## 5. Client Care

We want you to be happy with every aspect of our service. We therefore operate a Client Care Code, the principles of which are:-

- We are committed wholeheartedly to the professional standards laid down by the SRA,
- We will tell you clearly, at the outset of your matter, the issues and how we advise they be dealt with, and the immediate steps we will take on your behalf,
- The Engagement/Client Care Letter notifies you of the name and status of the person who will deal with your matter and their supervisor. Should your matter be transferred to another person, you will receive notification,
- We will do our best to call you back promptly should we be unavailable when you call,
- We will inform you of the progress on your matter and should there be any serious delay, we will explain the reason why. If there is anything you do not understand, please ask us as we want you to be fully informed and happy as the matter progresses,
- At the end of the matter, we will send you a bill and a letter reporting on the matter. We will advise if you should you need to review your matter in the future.

Our firm's policy is to only accept up to £500 cash payments from clients.

## 6. Complaints Procedure

We hope you will have no reason to complain about our service, but if you do, please initially speak to the person handling or supervising your matter. If he or she cannot resolve the problem for you, you are entitled to make a complaint, including a complaint about our bill. Our complaints procedure is available on request. Please put your complaint in writing to our Client Complaints Partner, Patrick Tedstone at the office address or by email to [Patrick.Tedstone@orj.co.uk](mailto:Patrick.Tedstone@orj.co.uk). Patrick can also be contacted on 01785 223 440. You also have a right to complain to the Legal Ombudsman within six months of our final response to your complaint, and not later than one year from the date of the act or omission being complained about; or not later than one year from the date when the complainant should have realised that there was cause for complaint. The Legal Ombudsman can be contacted in writing at PO Box 6167, Slough, SL1 0EH; by telephone on 0300 555 0333 or by email at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk). You may also have a right to object to the bill by applying to the court for an assessment of the bill under part III of the Solicitors Act 1974 (we would advise that you seek independent legal advice in this respect). Please note that the Legal Ombudsman may not deal with a complaint about a bill if you have applied to the court for assessment of the bill. Further please note that we may be entitled to charge interest if all or part of the bill remains outstanding (including VAT and any disbursements). We are regulated by the Solicitors Regulation Authority. A copy of their handbook can be obtained from their website at [www.sra.org.uk](http://www.sra.org.uk)

## 7. Hours of business

The normal hours of opening at our offices are between 9am and 5pm on weekdays. We do not open on bank holidays. Messages can be left on the answerphone outside these hours and appointments can be arranged at other times when this is essential. You can also contact us via our website <https://www.orj.co.uk/contact/>

## 8. Fees and Expenses

### General:

Unless otherwise agreed in the Engagement 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. 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. The fixed hourly rates of each member of staff are reviewed from time to time and we will inform you of any variation in these rates and the date upon which they take effect. 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. VAT will be charged at the appropriate rate on all fees and expenses.

### 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.

### Payments on account

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

### Quotations and Estimates

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. 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. Unless stated in writing to the contrary, any quotation or estimate does not include any expenses or VAT. 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 us) 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:-

- 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
- Your, or your agents', act or omission.

#### **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**

#### **Frequency of Invoices**

Unless otherwise agreed in the Engagement 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. 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. 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. You may pay by cheque or directly into our client account as follows: **Lloyds Bank plc, ORJ Law Ltd, Sort Code 30 84 26, Account Number 72653860**. There will be a charge for settling invoices by cheque.

#### **Payment Terms**

Our invoices are due on presentation. We reserve the right to charge you interest on all unpaid sums from 21 days after the date of invoice until payment at the rate of 4% over Lloyds Base rate. If you have any query about any invoice please contact the File Supervisor or our accounts department immediately. If you do not pay any invoice by the end of the Credit Period, or the sum we have requested on account within 21 days (or such longer period as we may specify) of our demand, we may suspend or terminate the provision of all or any 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.

#### **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.

#### **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.

### **10 Interest Policy**

All money received by us on your behalf is held in our Client Account. Professional rules oblige us to account to you for interest. Interest will be paid on sums over £100,000.00 held by us for at least a week. At our discretion we may account to you for interest on smaller sums held for longer than a week. We will not normally account for interest of less than £40.00. Rates of interest are those prevailing with our bankers on instant withdrawal accounts. If we anticipate holding large sums over a long period these will be placed in a separate deposit account. We have an interest policy and a copy is available on request.

### **11 Conflict of Interest**

#### **Definition**

"Conflicts of Interest" means any situation where:-

- 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
- 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
- We have confidential information in relation to a client or former client, and you wish to instruct us on a matter where; that information might reasonably be expected to be material and 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.

#### **Similar Activities**

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

#### **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 parties' interests and your interests.

#### **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,

#### **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.

#### **Cessation of Services**

If, whether through a change in circumstances or otherwise, we find that we have agreed to provide 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 and may, be obliged to stop providing services to you and/or to all other clients affected by the conflict of interest.

## **12 Data Protection and Privacy**

### **Information about you**

We may use the information which you provide, or which we obtain through our dealings with you, for the provision of services and may give it on a confidential basis to our staff and agents. We may use it to administer your account with us, including tracing and collecting any debts. We may also use it to ensure 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. We may also use it to contact you by letter, telephone, email or otherwise about our services and about events such as seminars and conferences and to send you briefings and similar material. By signing and returning a copy of any Engagement Letter you are agreeing that we may use your contact details and information in this way. If you do not wish to be contacted, please tick the box provided before returning a copy of the Engagement Letter.

### **Our Duty of Confidentiality**

We will treat any information which is confidential to you and which we obtain as a result of acting for you, as strictly confidential. Where we are working with other professional advisers on your matter, we shall assume (unless you tell us otherwise) that you are happy for us to share confidential information in relation to your matter with these advisers subject to an obligation that they also keep this information confidential. We may be required to disclose your file to The Law Society, the SRA or any other regulator or to our insurers or professional advisers in the event of your making a claim or complaint against us. We may also disclose your file to external organisations such as external assessors for quality and audit purposes and we assume that you consent to us doing so unless you expressly tell us otherwise.

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. You have a 'right to access' under data protection legislation to the personal data that we hold about you. We will process your data in accordance with our Privacy Policy <https://www.orj.co.uk/policies/privacy-policy/>. Should you wish us to send you a copy of our Privacy Policy, please let us know.

### **Your Duty of Confidentiality**

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. 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.

## **13 Custody, Retention and Transfer of Documents**

We will, at your request, either during the provision or after completion of any services, release to you or to your order Your Documents and 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 Your Documents and Documents Held For You before releasing them. We may at any time, scan or otherwise make electronic copies or images of any Documents (other than Documents held in safe custody) destroy the originals and thereafter hold the Documents only in such copy or image form. Unless agreed otherwise in writing, we will keep all Documents for a minimum of 6 years after which we may destroy them. We may agree to store title deeds, wills and other valuable documents in safe custody for you if you require and, if we do, we will not, without your consent, destroy any such documents. 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. After completing the work, we will be entitled to keep all your papers and documents whilst there is still money owed to us for fees and expenses. We will retain your file of papers of a period of years in guidance with SRA regulations. The retention period will be explained in our completion letter to you. We will not destroy documents you ask us to deposit in safe custody. We may charge a nominal fee for retrieving such items.

## 14 Intellectual Property Rights

### 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-transferrable, non-sublicensable licence to use such documents or other works solely for the matter to which the services of developing or generate them relate and not otherwise. If you do not pay us in full for our services in relation to that matter we may, on giving you notice, revoke that licence and only regrant it to you once full payment has been made.

### Opinions from Barristers and other Third Parties

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. If we retain a copy of any advice or opinion in this manner we will take all reasonable steps to conceal personal data which might reasonably enable you to be identified.

## 15 Joint Instructions

Where we agree to work on a matter for more than one client jointly, the rights and obligations of the joint client to us in relation to the services will be several (save for obligations to pay money to us, which will be joint and several). 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. If any joint client ends this permission during the provision of the relevant services, or if a conflict of interest otherwise arises between joint clients, we may suspend or terminate the provision of the services related to that matter to one or more of the joint clients. If any joint client asks us to transfer documents we will deliver Your Documents to, or to the order of, the joint client who delivered them to us. We will retain any Documents Held For You and will supply copies to each joint client, making the originals available at one of our offices for inspection by any joint client on reasonable prior written notice.

## 16 Liability

### Duty of Care

We will use reasonable skill and care in the provision of our services. Where we make an assessment for you, either expressly or by implication, of the likely level of risk associated with different potential sources 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. 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. **The aggregate liability of the Firm (or of any service company owned or controlled by or on behalf of any of the Directors, consultants to and employees and agents of the Firm and any service company owned or controlled by or on behalf of any of the Firm or the Directors 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) 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 the three million pounds (£3,000,000.00)**

### Third Parties

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. 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 Director, or any consultant to, or employee or agent of the Firm or any service company owned or controlled by or on behalf of any of the Directors and those Directors, consultants, employees and agents shall be entitled to rely on the terms of this agreement insofar as they limit their liability.

### Drafts

Where we provide draft or provisional advice or other materials, that advice or those materials are not to be relied upon as constituting our final view.

### 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.

### Communication

We shall communicate with you at the postal and email addresses and the telephone and fax numbers which you publish unless you ask us to use the 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 to notify us. 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, redirection, copying or reading of emails, 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 emails or attachment which may be transmitted by us (save to the extent caused by our negligence or wilful default).

#### **Deadlines**

We will try to meet any deadline we agree with you for the performance of any 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 excluding and/or limitation of liability from any of your other professional advisers, our total liability to you arising out of the services we 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:-

- 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
- Any advice or document subject to the laws of a jurisdiction outside England and Wales, or
- 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 this agreement 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**

##### **Completion of Services**

An agreement between you and us for the provision of defined services ends on the completion of the provision of those services. An open-ended agreement for the provision of services ends three months after the last date on which we provided services to you. Unless new or different terms are agreed, our acceptance of instructions to perform 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.

##### **Early Termination**

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

- The threat or risk of violence, injury or other danger to the physical, psychological or moral well-being of any of our personnel; or
- The discovery or creation of conflict of interest; or
- Your requesting us to break the law or any professional requirement; or
- The relationship of trust and confidence necessary between solicitor and client, ceasing to exist between us; or
- Your failure to pay to us any amount due, or money on account requested; or
- Your insolvency' or
- Your failure to give us adequate instructions; or
- Our being forbidden to act by the National Crime Agency; or
- Our reasonable belief that our continuing to represent you may cause damage to the profession or personal reputation of our firm or any of its personnel; or
- Any other breach by you of these terms.

##### **Right of 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 Prevention of Money Laundering and Terrorist Financing

Legislation requires us to take steps to assess the risk that clients may be involved in money laundering or the financing of terrorism. We are subject to the Proceeds of Crime Act 2002, the Money Laundering Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and other relevant legislation which require us to obtain evidence of your identity as soon as practicable. 'Money laundering' is generally defined as a process by which the proceeds of crime, and the true ownership of those proceeds, are changed so that they appear to come from a legal source. Where we know or suspect that work done for any client involves money laundering, we are required by law to disclose it to the National Crime Agency. If that happens, we will not be able to inform you that a disclosure has been made or of the reasons for it because the law prevents us from doing so. We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself or for any principal whom you may represent.

#### Forms of Identification

If you are a new client or we have not acted for you in the last 12 months, we require photographic evidence and proof of your name and address. Documents acceptable include:

#### List A (evidence of name and date of birth)

- (i) A valid full passport
- (ii) A valid HM Forces identity card with the signatory's photograph
- (iii) A valid UK photocard driving licence
- (iv) Firearms certificate
- (v) State pension or benefit book
- (vi) HM Revenue and Customs self-assessment statement or tax demand

#### List B (evidence of address)

- (i) Home visit
- (ii) Electoral roll check
- (iii) Utility/council tax bill (less than 3 months old and excluding Sky or mobile phone statements)
- (iv) Recent bank/building society statement (less than 3 months old)
- (v) Mortgage statement (less than 3 months old)
- (vi) Current driving licence (not if used in List A)
- (vii) Local council rent card or tenancy agreement

It is our policy to undertake an electronic search, when possible, to confirm and verify your identity and where you are a limited company or limited liability Directorship the identity of some or all of your directors, shareholders and directors (dependent upon the size of your company) as the case may be and dependent upon the complexity of the matter. This is in addition to the requirement for you to provide evidence of identity in the form of documentation such as a passport or driving licence. The electronic search involves checking identity information provided by you (and if applicable, your officers) by reference to different databases via a third party or parties.

When acting for a Company, we are required by law to obtain proof of its address including registered office, and company number. We are also required to undertake a search at Companies House against the Company. We will undertake electronic checks online.

We would ask that you do **not** send any money to us unless and until we have expressly asked you to do so.

We will also require you to confirm the source of any money you have sent to us or money sent to us by a third party.

We may also require the above documentation for any other person giving instructions or contributing funds on your matter.

If you do not supply such documents to us within a reasonable period of time of instructing us, we reserve the right to suspend or terminate our relationship with you.

### 22.2 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.

### 22.3 Equality, Diversity and Inclusion

We are committed to encouraging equality, diversity and inclusion among our workforce, and eliminating unlawful discrimination. Consistent with our internal policies and procedures, we will not discriminate in the way we provide our services on the grounds of any of the protected characteristics set out in the Equality Act 2010.

### 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 SRA we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.

## 22.5 Insurance Mediation

Whilst we are not authorised by the Financial Conduct Authority, we are included on the register maintained by the financial Conduct Authority so that we can carry on insurance mediate 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 SRA, The register can be accessed via the Financial Conduct authority website at [www.fca.org.uk](http://www.fca.org.uk) The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2023 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The SRA is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints handling body of the Law Society.

## 23 Law and Jurisdiction

The terms on which we provide services to you are governed by, and shall be construed in accordance with English Law, (this covers England and Wales but not Scotland, Northern Ireland, The Republic of Ireland, the Isle of Man or the Channel islands). You and we each agree to submit to the exclusion jurisdiction of the English courts, provided that we may be in our sole and unfettered discretion commence proceedings against you in any other court.

## 24 Disclaimers

### Tax

We do not advise on taxation matters, save we may give guidance as to stamp duties payable.

### Planning in property transactions

We will not advise you on the planning implications of your proposed purchase, unless specifically requested to do so by you, otherwise than by reporting to you on any relevant information provided by the results of the "local search".

### Other property disclaimers/environmental

It is not our responsibility to carry out a physical inspection of the property nor advise on the valuation of the property nor the suitability of your mortgage nor any other financial arrangements. We shall not advise generally on environmental liabilities where we shall assume, unless you tell us to the contrary, that you are making your own arrangements for any appropriate environmental survey or investigations. We may, however, need to obtain on behalf of your lender, at your expense, an environmental search. However, we will not advise you about any issues relating to the possible contamination of any land which may be relevant to your purchase, We have to tell you that we are not qualified to advise on the results of any search made in that respect and would only be able to report to you the actual results of such a search. This is particularly significant in respect of the potential liabilities that may arise at some future point in time as a result of land contamination or flood risk that are having increasing significance. If you have any doubts, please discuss your concerns with us. If we are instructed on purchase and we are also acting for your proposed lender, we have a duty to fully reveal to your lender all relevant facts about the purchase and the mortgage, This includes any differences between your mortgage application and information we receive during the transaction and any cash back payments or discounts schemes that a seller is giving to you.

## 25 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).

### Costs Risk

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 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:-

If you make an interim application to the Court which does not succeed, you may have to pay the other side's costs, usually within two weeks.

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.

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, of actual expenditure.

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.

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

- 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
- The effects of payments into court and offers of settlement
- The complexity and size of the matter and the difficulty or novelty of the questions raised
- The skills, effort, specialised knowledge and responsibility involved
- The time spent
- The place and circumstances in which the work was done



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

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.

### **Funding**

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 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.

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 would usually be able to recover this insurance premium and any sums you paid to us from the other side if you were successful. Not all matters are suitable for this type of conditional fee agreement, but we are happy to discuss this further with you at your request.

### **Statement 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 certified 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 can be signed by you or your legal representative, it is our policy that you should sign your own Statement of Truth.

### **Attendance at Hearings**

Please be aware that, under the Civil Procedures Rules, the Court can Order you to attend hearings. We will discuss this with you further as your case progresses.

### **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.

## **26 Regulations Affecting Your Cancellation Rights**

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 online - ie: by way of a "distance" contract) or we have taken instructions and a contract has been concluded away from our business premises (because, for example, we have met with you at home - ie: by way of an "off-premises" contract) and the contract was entered into on or after 14 June 2014, you may 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 of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). We will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by e-mail) without delay. 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 e-mail, post or fax to enable us to do so. By signing and returning a copy of the client care letter / authority to act 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 the signed copy of the client care letter / authority to act we will not be able to undertake any work during that period.

## **27 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 available on inspection at our head office in Stafford. The insurance covers our practice carried on from our offices in England and Wales and will extend to acts or omissions wherever in the world they occur. Our insurers are Zurich Insurance PLC.

## **28 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. If a corporate body client is not considered a small company by FSCS, then they will not be eligible for compensation. We currently hold our client account funds in Lloyds. The £85,000 Financial Services Compensation

Scheme (FSCS) limit will apply to each individual client or £170,000.00 for joint accounts so if you hold other personal monies yourself in the same bank as our client account, the limited remains £85,000 per individual or £170,000.00 for joint accounts in total, so it may be advisable to check with your own bank as some banks now trade under different trading names. In the event of a bank failure, you agree to us disclosing details to the FSCS.