
ENGLEHARTS

SOLICITORS

YOUR LEGAL PARTNERS FOR LIFE

TERMS AND CONDITIONS OF BUSINESS

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This document sets out this firm's Terms and Conditions of Business.

It is important to us that you are fully informed about how your matter will be handled. Please read all (double-sided) pages carefully, together with the enclosed Client Care letter and keep both documents safe for your future reference, as together they set out the Terms under which the firm and your Fee Earner will be acting for you. They also form the basis of our retainer with you. These documents cover the way in which our fees are calculated for different types of work and other important financial information and conditions.

Engleharts is authorised and regulated by the Solicitors Regulation Authority ('SRA') under SRA Number 60555. The SRA rules can be accessed by visiting www.sra.org.uk/rules. The partners are all admitted Solicitors of the Senior Courts of England and Wales.

Our aim is to ensure that our services are always high quality and that our fees are fair and reasonable. These Terms and Conditions also contain details of your right to challenge our fees and what steps you should take if you have a complaint.

These Terms and Conditions of Business represent the general Terms under which the firm operates. It is therefore important to understand that if any conflict arises with the contents of any letter that we may we send, unless you are advised in the alternative, these Terms and our engagement letter(s) shall take precedence.

The use of the singular in these Terms and Conditions may include the plural and vice versa. Throughout this document, these Terms and Conditions of Business may also be referred to as the 'Terms', 'Terms of Business', 'Terms and Conditions' or 'document. The Terms 'we' or 'us' or 'our' or 'the/this firm' refer to Engleharts Solicitors. The term 'Client Care letter' includes the covering letter sent with these Terms, together with our advice letter and any enclosures attached thereto. The term '(your) Fee Earner' refers to the person with the day to day conduct of your matter unless otherwise advised. The term 'costs' refers to the firm's charges plus Value Added Tax (VAT). The term 'disbursements' refers to any expenses that are subject to VAT which the firm incurs on your behalf, including any third-party fees. The term 'expenses' refers to any non-VAT chargeable expenses the firm incurs on your behalf. The term 'constituent members' shall refer to all owners, directors or partners to a legal entity, limited or limited liability partnership or other company. These terms are effective under both the current Solicitors Regulation Authority (SRA) Handbook 2011 (including SRA Code of Conduct and Accounts Rules 2011) and the SRA Standards and Regulations 2019 which are in force as at the 25th November 2019 and any reference to the 2011 Code shall be read accordingly.

We reserve the right to make amendments to these Terms and Conditions. We shall of course let you know of any changes that affect your current matter. The firm's up to date Terms and Conditions of Business are available upon request or alternatively on our website at www.engleharts.co.uk.

1. BUSINESS HOURS

Our offices are open between 9.15am and 5.30pm Monday to Friday (excluding Bank Holidays). Most members of staff take their lunch between 1.00pm and 2.00pm but Reception remains open.

2. SERVICE STANDARDS

We will endeavour to update you and will explain to you the legal work required as your matter progresses. At the outset we will confirm to you in writing your instructions, our advice and will explain to you the issues involved. Where applicable and reasonably practicable, we will update you on the likely costs (including any revised estimates) and timescales relevant to your matter as it progresses, however it is important to understand that we will not normally contact you when there is nothing to report. We aim to communicate with you in plain language. We encourage communication by email or telephone. Wherever possible, we try to return calls and emails within 24 hours. Occasionally however, due to work commitments, it may not always be possible to revert to you within the

desired timescale and in those circumstances, we request that you let us know that you are trying to contact us, by email or leave a telephone message for your Fee Earner confirming your name and telephone number.

In turn, we require you throughout your matter to provide us with clear, prompt and accurate instructions, together with all required documentation to complete your matter in a timely manner. We shall also require you to safeguard any documents that are likely to be required for disclosing and keep us updated with any key information that may be required by us, including all of your contact details.

Please note that it will not usually be possible to see your Fee Earner without an appointment.

3. ACCEPTANCE OF TERMS AND CONDITIONS OF BUSINESS

Your continuing instructions will be deemed to constitute acceptance of these Terms. However, we ask you to note that it is the firm's policy that we cannot commence work on your matter until the accompanying Client Care letter, together with these Terms are **accepted, signed where indicated and returned to the Fee Earner responsible for your matter at your earliest convenience, ideally within seven days**. By signing both documents you are deemed to have read, understood and accepted the Terms of this document and the accompanying Client Care letter in their entirety except where they have been varied in writing with our agreement.

Please note, it is very important to return signed copies of these Terms and the accompanying Client Care letter, since failure to do so may result in the firm being unable to commence work on your matter, or ceasing to act on your behalf.

4. IDENTIFICATION, PREVENTION OF MONEY LAUNDERING AND TERRORIST FINANCING

We are required by law (the Terrorism Act (TA) 2000, Proceeds of Crime Act (POCA) 2002, and Money Laundering Regulations (MLR) 2017) to ask all clients for satisfactory evidence of their identity and sometimes people related to them and/or any third parties involved in the matter. This is because solicitors who deal with money and property on behalf of their clients can be used by criminals intending to engage in 'money laundering'. We are obliged to obtain evidence of your identity as soon as possible. Our requirements in this respect are set out in the attached Client Care letter.

By virtue of legislation and Regulations, we are required to:

- verify your identity on the basis of documents, data or information from a reliable and independent source;
- identify any person who is classified by the Regulations as a 'beneficial owner' and take reasonable measures to verify any beneficial owner's identity, to include taking reasonable measures to understand the ownership and control structure of any individual, trust, company, foundation, charity or similar arrangement;
- obtain information on the proposed and intended nature of the retainer and business relationship and, so far as it is reasonable, satisfy ourselves that the funds which relate to the matter we are instructed upon are legitimate;
- continue to monitor the transaction and keep identity information up to date;
- report to the relevant authority if we have any knowledge or suspicion that an offence under the above legislation or Regulations may be or has been committed.

Failure by us to comply with these obligations could result in a criminal prosecution against us. To enable us to comply with our duties we may ask for evidence of identity and we may be required to ask you detailed questions concerning the source of any relevant funds.

We may make use of internet-based searches of extant databases to help ascertain your identity and any money laundering risks. Personal information and identification documentation that you provide may be disclosed to a

credit reference agency, which may keep a record of that information and documentation. Your signature to these Terms will be your consent to such disclosure and use.

We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the National Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. If we have any concerns about the legitimacy of the funds or the legitimacy of the matter, we are obliged to either terminate the retainer and/or make a notification to the authorities. Such a disclosure is required under the legislation and is an exception to our normal duty of confidentiality. Accordingly, we shall not be liable for any loss that you may suffer as a result of our complying with any statutory or regulatory provisions, even if it ultimately transpires that no offences were being committed.

Please note that the identification requirements referred to in these Terms and those in the attached letter may vary depending on the matter type and the individual circumstances of the case. We therefore reserve the right to request further documentation should we deem it appropriate in order to comply with the MLR 2017, the POCA 2002 the TA 2000 and any other such governing Regulations and/or legislation from time to time applicable.

We do of course appreciate that not everyone has access to some forms of required identification. It is therefore imperative that you speak with your Fee Earner at the outset of your matter if you are unable to produce the documents described in the firm's identification requirements, since otherwise we may be unable to act for you, as to do so may be contrary to the Law and regulations referred to above.

5. RESPONSIBILITY FOR WORK

You will be informed of the identity of the person with overall responsibility for your matter in the firm's Client Care letter and of the name and status of the person responsible for the day to day conduct of your matter. That person may change from time to time, although we will endeavour to keep changes to a minimum and will inform you of any changes at the earliest opportunity.

6. AUTHORITY

We may only accept instructions from our client/s directly. Where we are acting for more than one person, we have an obligation to obtain instructions from each of them. If you wish to instruct us to accept and act on instructions from either, both or all of you on behalf of either, both or all of you, you are individually, both or all requested to sign the authority at the end of this document. We will then accept and act on instructions as instructed.

In respect of legal entities or any other companies or partnerships, the above procedure is the preferred method of accepting instructions. Accordingly, the firm will require all constituent members to sign at the end of this document, which will allow the firm to accept and act on instructions on behalf of the organisation by any one of those signatories. Where this is not possible, we will require at least one constituent member to sign, together with delegated and/or written authority from the other members

For the firm to accept and act on instructions on your matter from a third party, we will require written authority from our client(s) confirming the same. We may also need the third party to sign a separate agreement and undergo due diligence.

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply. This means that you have the right to cancel your instructions to us within 14 working days from the date of receiving these Terms of Business and attached Client Care letter (the Client Care letter contains provision should you chose to waive this). Please note however that the conditions for acceptance of these Terms, as above, still apply. Where you have instructed us to work on your matter but then decide to cancel your instructions, you, as our client/s shall still be liable for any costs, disbursements or expenses we incur up until the date of cancellation. Any cancellations of instructions should be emailed, posted or faxed to us and marked for the attention of the Fee Earner with conduct of your matter. Please note that any such notice will only be effective once acknowledged by the Fee Earner.

7. CONFIDENTIALITY AND DATA PROTECTION

Your personal information is used and stored by us in accordance with the General Data Protection Regulation 2018 (GDPR 2018) and the Data Protection Act 2018 (DPA 2018).

All information supplied to us by you shall be treated as confidential at all times, subject to the below and unless we are required to disclose and/or discuss your information in the following circumstances; upon your instructions (implicit or actual), by an Order of the Court, under current legislation, updated legal and/or regulatory compliance or by way of any other statutory requirement. Specifically, but not exclusively:

- Any disclosure obligations which may be imposed on the firm by law;
- Regulatory requirements such as audit provisions under the Solicitors Accounts Rules 2011.
- Quality audits undertaken by independent inspectors;
- Documents and information relevant to any claim or potential claim being supplied to our Professional Indemnity Insurers in the event of our having to inform our insurers of any notifiable circumstances under the terms of our policy;
- The review of your files 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.

We use the information you provide primarily for the provision of legal services to you and other related purposes, including analysis to help us manage our practice and for updating and enhancing client records. We may sometimes engage other companies or people to provide certain support functions or administrative services. It may be necessary for the successful and efficient conclusion of your matter for us to occasionally disclose personal information that you have provided us with to third parties; for example, to mortgage lenders, experts or our IT company. Our firm may be subject to audit or quality checks from time to time by outside organisations and your information may also be passed to authorities in the event of any disclosures.

Your signing and accepting these Terms shall be treated as appropriate authority and your consent to disclosure of your files of papers in the above circumstances on the basis that the third parties involved will be required to maintain confidentiality in relation to your files. If you do not consent, please tell us as soon as possible.

Our use of such information is subject to the GDPR 2018, DPA 2018 and our duty of confidentiality. All external organisations are required to maintain confidentiality in relation to your files. You have a right of access under data protection legislation to the information we hold about you. We draw your attention to our Privacy Policy, which is published on our website at: www.engeharts.co.uk. Should you require a printed copy of our Privacy Policy, please let us know and this will be provided to you.

If we hold any special category personal data (as defined in the GDPR 2018 and DPA 2018) such as medical records, we must request your consent before we may disclose it to third parties.

In property transactions, you authorise us to disclose to other parties to the transaction or chain of transactions, all information which we have in relation to your involvement in the transaction, including, but not exclusively, any related sale or mortgage, financial arrangements and intended dates for exchange and completion. You may withdraw this authority at any time, but if you do so we may be obliged to inform other parties that the authority has been withdrawn. Where we are also acting for your lender, we have a duty to reveal fully to your lender all material facts.

We encourage communication by way of email and therefore we shall correspond with you by such means where you are happy for us to do so. Please see the attached Client Care letter, confirming your authority for us to correspond with you via email. However, we ask you to note that communications by email can be unsecure and emails may contain viruses. Whilst Engleharts uses anti-virus software for all email communications, we cannot be

held responsible for any potential risks that may arise from any emails that we send, which may contain viruses. This includes any circumstances where emails have been misdirected or not received from or by you.

You consent to waive confidentiality in respect of your name, address and details of unpaid invoices in so far as such a waiver of confidentiality is necessary to enable the firm to take any steps to recover any sum of money due from you to the firm.

You agree not to make use of or publish our advice or details of any work undertaken for you to any third party without written permission from the firm.

8. RESPONSIBILITY FOR COSTS, DISBURSEMENTS AND EXPENSES

If you are instructing us as an individual, it will be your responsibility to settle all the legal costs, disbursements and expenses that we incur throughout your matter. We are not able to accept funds from any person who is not our client. Where we are instructed by more than one person or legal entity to represent their joint interests, those instructions are joint and several and thus we reserve the right to look to either party for settlement of any outstanding costs, disbursement and expenses.

If you are instructing us as a constituent member of a partnership or company, a representative thereof and/or a beneficial owner, it is a condition of our instructions that a signed guarantee by at least one constituent member is provided upon request, confirming a personal liability for the settlement of any costs, disbursements and expenses that the firm incurs throughout your matter where such monies cannot reasonably be recovered from the partnership or company.

Where there is an approved arrangement in place for a third party to be responsible for costs in part or in full on your matter, it may be a condition that a separate agreement will need to be signed by the third party. However, ultimate responsibility of all costs, disbursements and expenses that the firm incurs throughout your matter shall remain with you - our client.

We may accept undertakings from separate parties where such costs, disbursements and expenses are to be settled by that party. Further, any work relating to the recovery of costs shall be chargeable at the Fee Earner's hourly rate. However, notwithstanding any written agreements (e.g. undertakings or guarantees) that may be in place on your matter, it is a condition of our conducting work for you that if an agreement to pay an undertaking is dishonoured, then you, as our client, have ultimate responsibility to settle any outstanding costs. Please note, where recovery of costs becomes needful, any further work carried out in attempting to secure payment of the costs may be chargeable at the Fee Earner's hourly rate.

9. ESTIMATES

It is important to understand that an estimate is exactly that. The actual costs incurred will always replace any estimate provided, unless otherwise advised. Any estimate provided to you will be based on information known about your matter at any given time and on your instructions to us. It may be subject to alteration and review as the matter progresses should your matter prove to be more complicated or time consuming than anticipated. Please note, such estimates will be exclusive of any applicable VAT and there may be occasions, where, due to factors beyond our control, such estimates may have to be revised. We will let you know as soon as we have reason to believe any costs estimate will be exceeded and will not exceed that estimate without prior reference to you.

Our charges exclude out of pocket expenses (disbursements) for example; barrister and Court fees. We shall require all such expenses plus VAT to be paid in advance. We will let you know how much to pay at the appropriate time. We would ask you to note that it is not the firm's practice to incur expenditure for these and other disbursements until you have provided us with cleared funds on account.

10. FEES: CHARGES AND EXPENSES, HOURLY CHARGING RATES

For matters where we have not already agreed a fixed price with you, our fees are calculated principally based on the time spent and hourly rate of the Fee Earner/s dealing with your matter. Time is recorded and charged in six-minute units rounded up to the subsequent unit; by way of example, time spent up to six minutes amounts to one unit. Fees thus calculated include but are not limited to; attending you and others, telephone attendances (calls made and received), preparing and reading or considering documents (including letters in from an opponent and/or third parties), travelling and waiting time, correspondence, research, preparatory work, secretarial/clerical work and generally supervising, perusing, reviewing and administering your file. We shall notify you of any other fees that are not mentioned in these Terms as and when appropriate to your matter.

Often there are disbursements (payments incurred on your behalf) and expenses that the firm is required to incur on your behalf throughout your matter. These disbursements will be agreed with and approved by you, will reflect the cost to us and will be detailed on the invoice submitted to you.

As appropriate, the hourly charging rate of the Fee Earner with conduct of your matter will be specified in the Client Care Letter. The rate is reviewed annually and may be increased with effect from the 1st January every year. We shall notify you in advance of any increase in rate. If at any time another Fee Earner is required to undertake work on your matter, you will be advised of their hourly rate. Alternatively, you may have been provided with a fixed price estimate.

All time spent working on your matter is recorded save for certain matters where the firm's charges are agreed in advance. All fees and expenses are exclusive of VAT, where applicable, which will be charged at the appropriate rate.

In accordance with the Solicitors' (Non-Contentious Business) Remuneration Order 2009 and the Conditional Fees Regulations 2013, we may also take into account other factors in calculating the charge made to you and an additional charge may be made where a case is complex, urgent, of special importance to you or where your Fee Earner is required to work on your matter outside office hours. In matters not involving Court proceedings, we may in addition to the hourly charging rate charge a value element, which will be based on the value of the transaction. We will have previously agreed this with you in writing. The addition of a value element may not apply where a fixed fee estimate has been given for Conveyancing. Further, a reasonable charge may be made in the case of abortive transactions.

In the event of emergency work being instructed, such as emergency injunctions, or where there are tight deadlines to comply with or meet, we may charge an uplift to the applicable hourly rate. We will notify you of this in writing beforehand.

11. PAYMENTS ON ACCOUNT

We may be required, at the outset of a matter, to incur expenditure on your behalf such as, by way of example; search fees, Court fees or Counsel fees. Therefore, unless advised to the contrary, at commencement we shall require from you an interim payment on account and authorisation to the firm to incur such expenditure on your behalf. For matters where we have not already agreed a fixed price with you, we shall require monies on account from you in respect of our on-going costs. In such cases, disbursements and expenses may be requested separately initially, or during the course, of your matter. The amount required may vary between departments and the individual circumstances of each case but will be specified in the firm's Client Care letter.

If a payment on account is requested, but not received, we reserve the right not to act or continue acting for you until payment has been made.

We ask you to note that litigation matters can work to very tight deadlines. We may give you notice, in such matters, usually not less than 28 days before any hearing, requiring the estimated total costs of that hearing to be paid to us at least 14 days before the hearing. If we receive less than 28 days' notification of the hearing, we may

give you notice within 7 days of receiving the notification, requiring you to put us in funds for the estimated total costs of that hearing within 3 days or before the hearing if sooner. If the required payment is not paid, we may, and reserve the right to, immediately cease acting for you on that matter and any other matters on which we are then acting.

For property transactions or other asset purchases we will always ask you to provide us with cleared funds sufficient to pay all fees and other sums due to us, or others, prior to completion.

Payments on account will be held in our Client Account, pending delivery of an invoice to you.

It is important to understand that our requests for monies on account (including requests for disbursements and/or expenses) do not, unless otherwise advised, constitute any form of estimate or account.

We may retain any funds held on account upon conclusion of your matter to contribute towards settlement of any costs, disbursements or expenses owed on any matter or file(s) belonging to you and your acceptance of these Terms shall authorise the firm accordingly.

12. INSTRUCTING THIRD PARTIES AND THEIR CHARGES

Where we advise you to obtain specialist advice and/or services from third parties such as, for example, barristers, expert witnesses, process servers or bailiffs, we will let you know and seek your authority. Your acceptance of these Terms shall be treated as your authority to the firm to incur such expenditure on your behalf and seek reimbursement from you.

If you instruct us to obtain third party services, it shall be your responsibility either to settle all such costs or charges in their entirety, together with VAT if applicable, prior to formal instruction of the expert, or to place the firm in funds to do so. We shall notify you of the third party's estimate where appropriate and will require the estimated costs to be paid to us on account (in addition to any monies held on client account at such time) as a pre-condition to instructing that third party. Where no estimate has been provided for practical or any other reasons, such as the urgency of the matter, we shall request an amount from you as a best estimate thereof. Please note however, that in circumstances where it is not possible to obtain an agreed fee estimate with the third party, the actual costs may exceed any previous request and/or estimate, and you shall remain liable to reimburse us for the balance of such fees.

Unless otherwise advised, all third-party charges should be settled through the firm. Please note that although we shall endeavour to instruct well established third parties, the firm cannot be held responsible for the quality of their work or advice or the level of their charges.

13. VALUE ADDED TAX (VAT)

All estimates and hourly charging rates are exclusive of VAT unless advised otherwise. If you or the organisation you represent is exempt from VAT, we shall require written evidence to support the same within 7 days from the date of delivery of any invoice. Failure to do so will result in the invoice(s) including VAT.

Please note that VAT is chargeable on disbursements, such as photocopying, postage and telephone and travel expenses. Third party fees can also be subject to VAT. This is a requirement under the SRA Accounts Rules 2011 and the VAT treatment of solicitors' overheads by HM Revenue & Customs. We will not charge VAT for expenses such as Court or Land Registry fees. If you have any queries in this regard (including your residency in the UK) please raise this with the Fee Earner with conduct of your matter as soon as possible.

Please note that we do not offer any financial or tax planning advice. We suggest that you speak to your financial advisor/accountant for further information or advice should you require it.

14. FINANCIAL INFORMATION.

We can accept the following methods of payment of our fees, money on account of costs, and/or disbursements. Payments can be made in any of the following ways:

- Cash, provided that the sum does not exceed £550.00
- Cheque – made payable to Engleharts Solicitors (please allow 6 working days for clearance)
- Debit card – provided that the sum does not exceed £750.00
- Bank transfers – please contact our Accounts Department on 01273 204 411 ext. 231 for our bank details.

Bank transfers (BACS) is our preferred method of payment, however, please note that one working day must be allowed for clearance of funds.

Kindly note that we would request that you notify us of any such transfer in advance.

We ask that bank transfers including; Telegraphic Transfer (CHAPS), BACS or Faster Payment are *appropriately referenced for identification*. Please note that bankers' drafts and building societies' cashiers' cheques will take anything up to 6 working days to clear.

Please note that we cannot accept payment by credit card.

We require cleared funds on account in order to begin work on your matter. Please speak with your Fee Earner if you have any questions relating to payment methods.

In common with most other solicitors, we charge a fee for transferring funds through the banking system. A charge will also be made where a charge credited to your account with us is dishonoured.

We accept cash payments of up to £550.00 throughout the duration of a matter. Cash payments include any payment made including depositing cash directly into our bank account. If an amount in excess of that sum is deposited in contravention of this requirement, we reserve the right to charge you for any checks we consider appropriate to verify the source of such funds pursuant to the AML regulations.

Where we are required 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. We will only ever pay money to our client(s).

Where it is necessary, or we are requested to transmit monies by way of telegraphic transfer (TT), a separate charge in connection with arranging such transfer, inclusive of any bank charges, will be made for each transfer. TTs sent within the United Kingdom incur a charge of £40.00 plus VAT and international TTs incur a charge of £50.00 plus VAT.

Please note that rarely, on some occasions and without fault on our part, funds may not arrive from their source in time for an appointed day. This can lead to contractual liabilities for you; however, the firm cannot accept any responsibility for any problems or consequential losses of whatsoever nature that may arise. Where we can anticipate such problems, we will let you know as soon as possible.

15. THIRD PARTY PAYMENTS

If any payments are received from third parties on your behalf, the firm will follow procedures to ensure that Anti-Money Laundering Regulations are complied with. The Fee Earner with conduct of your matter will conduct Due Diligence and seek evidence of the third party's identity. The source of any third-party funds will also need to be verified and we will ask you to complete a Source of Funds statement. We reserve the right to refuse incoming payments from Third parties and the firm cannot accept liability for any consequence or loss of whatsoever nature (e.g. time delays) that may subsequently arise from us doing so. We would appreciate your cooperation should it

be necessary to make enquiries of you. Please note that where we refuse a third-party payment, we may be bound by the Regulations not to return the payment to the sender.

16. INTEREST ON CLIENT MONIES

We hold monies belonging to or relating to our clients' matters in a separate client account. The term 'monies' in this sense refers to all monies which may be accountable to interest in accordance with the Solicitors' Accounts Rules 2011 and shall include monies received in respect of deposits in conveyancing matters. Subject to certain minimum amounts and periods of time set out in the SRA Accounts Rules 2011, monies held by us on your behalf may earn interest. Subject to a de minimis limit of the sum of £25.00 for the payment of interest, we shall account to you for any interest when it is fair and reasonable to do so, however, please note that we may levy a charge for the administrative costs of calculating the interest. A copy of the firm's Policy is available upon request.

In any circumstance where interest is payable to you, it shall be calculated from the date that cleared monies were received into our client account until the date of release of such monies.

Please note that in some circumstances we may be required by law to provide information to HM Revenue & Customs in connection with interest paid to you on money we hold on your behalf.

17. CHANGES IN THE LAW AND CRITICAL DATES

Unless we have current and/or specific instructions from you in writing, and you agree to pay our reasonable fees for such advice, to review the law and report to you from time to time or to deal with your matter immediately prior to a critical date, we will not remind you of changes in the law which might affect you or future critical dates. For example, we cannot accept on-going responsibility to write to you on such matters as rent review dates, lease renewals, the exercise of options, the service of notices and counter-notices within time limits reminding you of the expiry of limitation periods.

18. TERMS OF PAYMENT, RECOVERY OF FEES AND INTEREST

Invoices we render are due for payment not later than 14 days from the date of delivery. All other costs, disbursements and expenses are due within 14 days from the date of delivery or request, whichever is the earliest, save for any third-party fees and expenses which are required in advance unless otherwise agreed.

Failure to pay the firm's account may result in the firm ceasing to act for you. If, after 30 days from the date of delivery or request, any costs, disbursements or expenses remain outstanding, the firm reserves the right to begin the formal process of issuing legal proceedings against you in order to recover any sums due. We also reserve the right to charge accrued daily interest on the outstanding sum at a rate of 8% per annum, 30 days from the date of delivery. We would urge you to contact us at the earliest opportunity to discuss with us any difficulty you may have in making payment.

Without prejudice to any other rights or remedies we may have, the firm will have a general and particular lien (a right to retain documents or other items) over any of your property coming into our possession or under our control as security for all costs, disbursements and other liabilities of whatsoever nature due or becoming due to us from you. This lien could be enforced by sale, auction or private treaty of all or any part of your property in our possession. Further, if for any reason we permit you or any other person to have possession or use of any property subject to the above lien, that property shall be held at all times subject to our lien and shall be returned to us immediately upon request.

You agree that, in the event of monies being paid or received on your behalf and paid to our Client Account on your/a trust's behalf, when we send an invoice to you or the paying party for work that has been completed and when there are outstanding fees or other sums due to us on any matter, you authorise us to forthwith transfer funds equivalent to the amount of the debt due to us from our Client Account to the credit of the firm's Office Account in

discharge of your debt. If the funds held are less than the full amount of the debt, then you agree to us transferring to our office account the entirety of the funds on your client account in part settlement of the debt.

19. YOUR RIGHT TO CHALLENGE OUR FEES

If at any time you are unhappy with the level of our fees or an account rendered, you should in the first instance contact the person responsible for the day to day conduct of your matter. Please also refer below for further guidance in respect of any complaint you may want to bring against the firm.

You may also be entitled to challenge any outstanding sum on an invoice by applying to the court for an assessment of the bill(s) under Part III, Sections 70, 71 and 72 of the Solicitors Act 1974 provided the application is made within one month from the date of delivery of the bill(s).

20. FILE RETENTION AND RETRIEVAL

After completing work on your matter, we will be entitled to retain all papers and documents relating to your matter while there is money owed to us, which shall include any outstanding disbursements or expenses and any monies owed on any other file of yours.

We shall store your file of papers for a minimum of six to twelve years from the date of the final invoice, depending on the matter, except for those papers that you ask to be returned to you. You are entitled to any of your papers upon request. Unless we hear to the contrary, we keep files on the understanding that we are authorised to destroy them after the time period notified to you by the firm's final closure letter.

We will, at your request, either during or after completion of any matter, release to you or to your order documentation relating to your matter, provided that we are not at the time exercising our right (lien) 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, including any electronic correspondence submitted by you.

We may at any time scan, microfilm, or otherwise make electronic copies or images of any documents including electronic documents or correspondence e.g. emails (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 all documents whether in original, copy or imaged form for a minimum of six (6) years, on the understanding that we can destroy them six (6) years after the date of the final invoice (and up to 12 years in respect of some regulatory transfers) after which we may destroy them and any copies or images of them. Our Privacy Policy has more information on our retention periods.

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 and shall store certain files indefinitely.

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.

If we take any papers or documents out of storage for you, we will not normally charge for such retrieval. However, we may charge you £30.00 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 pursuant to our obligations under Data Protection legislation.

Should you require us to send your file of papers to you in the post, we shall require such postage costs to be paid in advance of releasing the papers. We shall not release any file of papers to you or any third party unless we have your written consent to do so. We will require identification procedures to be complied with on collection of your papers and a copy of the same will be retained for our records. We will require a signed form of authority in order to release a file to another firm of solicitors.

You may instruct us to retain data for periods longer than those specified above at any time.

The copyright in all documents prepared by us and our publications and practice notes is and shall remain the property of the firm.

For further details please see our Privacy Policy 'How long your personal data will be kept' which is published on our website at: www.engeharts.co.uk.

21. SUSPENSION OF WORK AND TERMINATION OF THE RETAINER

You may end your instructions to us in writing at any time. We may decide to cease acting for you but only ever if we have good reason to do so and where we have provided you with reasonable notice. In the event of either party suspending or terminating instructions or work on your matter, we reserve the right to retain your file of papers, together with any other documents or property we may be holding on your behalf as a lien pending settlement of any outstanding costs, disbursements or expenses.

If you notify us that you no longer wish us to act on your behalf, there may be further work that we are required to carry out on your matter even though you have requested us to cease acting for you. In such circumstances, the time spent on the matter shall be kept to a minimum and you shall be liable for the costs we incur.

Please note, where we have stopped acting for you, it shall be your responsibility to settle any outstanding costs, disbursements or expenses owed up until the date thereof and any work in progress costs shall be billed. In fixed fee matters, we reserve the right to make a charge of up to 75% of the agreed costs plus VAT, disbursements and expenses, depending on how far the matter has progressed.

22. LIMITATION OF LIABILITY

Professional Indemnity Insurance providing cover for claims against the firm is in place. Details of this insurance, including contact details for our insurer and the territorial coverage of the policy can be inspected at our offices or made available on request.

Our liability shall be limited to £10,000,000.00 (ten million pounds sterling), unless we notify you otherwise. We shall not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profits or opportunities of whatsoever nature.

It should be understood that by instructing us, you accept that there is a risk that there may be occasions, where, due to matters outside yours and/or our reasonable control, your matter may not complete or in litigious matters, you may not be successful in resolving your dispute. In such circumstances, the firm cannot be held responsible for any loss that may be suffered as a result thereof.

Nothing in these Terms excludes or restricts liability for death or personal injury caused by our negligence.

23. COMPLAINTS PROCEDURE

We always endeavour to ensure that you will be pleased with our service. However, in the unlikely event that you do have any cause for concern or complaint, this should be raised within 6 months of completion of the matter, in the first instance with the Fee Earner responsible for the day to day conduct of your matter. The firm's complaints procedure is available on request from your Fee Earner. Your Fee Earner will attempt to settle any concern that you may have, however if, for whatever reason you remain dissatisfied you should direct your concerns to the firm's Complaints Manager, Jack Englehart, who will investigate the matter. We will inform you when we perceive that our internal complaints process has been concluded. If, following engagement in the firm's complaints procedure, you remain dissatisfied with the outcome you should direct your concerns to the Legal Ombudsman at *PO Box 6806, Wolverhampton WV1 9WJ* or by telephone on 0300 555 0333 or by email at enquiries@legalombudsman.org.uk.

We have eight weeks to consider your complaint. If we have not resolved it within this time you may complain to the Legal Ombudsman. The Legal Ombudsman's time limits for accepting a complaint are within six years of the act or omission about which you are complaining or within 3 years of when you should reasonably have been aware of it. You must make your complaint to the Ombudsman within six months from the end of our complaints process.

Please note, some clients may not have the right to complain to the Legal Ombudsman but this will be explained to you if applicable.

24. STATUS DISCLOSURE

We are not authorised by the Financial Conduct Authority (FCA). However, we are included on the Financial Services Register maintained by the FCA so that we can carry out insurance mediation activity. This part of our business, including arrangements for complaint or redress if something goes wrong, is regulated by the Solicitors Regulation Authority (SRA). The Register can be accessed via the FCA website at: <https://register.fca.org.uk/>

We are not authorised under the Financial Services & Markets Act 2000, but we are able, in certain circumstances, to offer a limited range of investment services to clients because we are members of the Law Society. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.

25. CONFLICTS OF INTERESTS

Solicitors must endeavour to avoid situations of conflict and ensure that a client's interests are not compromised. We will advise you if we become aware that an issue of conflict exists. If you should be concerned about such an issue, then please immediately refer your concern to your Fee Earner. We will always act independently and in your best interests as our client. Money Laundering Regulations can also give rise to matters of conflict and lead to us being unable to continue acting in some exceptional circumstances.

26. EQUALITY AND DIVERSITY

This firm is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. We have a written Equality and Diversity Policy, a copy of which is available upon request.

27. NOVATION/ASSIGNMENT

We may transfer or assign all rights and obligations under any contract with you and this firm to any successor, assignee or other legal entity in the context of its business in the event that such a successor or assignee, should it be a limited liability partnership, or body corporate, takes on or has assigned or transferred to it, the business of Engleharts. By continuing to instruct us having been notified of these Terms you agree to the future novation assignment or transfer of any contract you have with us in favour of the successor, assignee or transferee entity.

28. SEVERANCE WAIVER AND EXPLANATION OF TERMS

If all or any part of any individual provision of the retainer between you and the firm is or becomes illegal, invalid or unenforceable in any respect then the remainder of the Terms of the retainer will remain valid and enforceable.

Any failure to enforce at any time one or more of these Terms of Business shall not be a waiver of them or the right at any time subsequently to enforce all applicable Terms of Business.

If you are unclear as to the nature and/or extent of either our or your obligations under these Terms and Conditions of Business, or if you require further information, please contact the Fee Earner responsible for your matter before signing.

29. JURISDICTION AND LAW

This agreement is governed by the law of England and Wales and by accepting these Terms you submit to the exclusive jurisdiction of the English Courts.

Vallance Hall
Hove Street
Hove
East Sussex
BN3 2DE
Tel: 01273 204 411
Fax: 01273 204 207

- **I/We confirm that I/We have read, understood, accept and consent to the entirety of these Terms and Conditions of Business.**
- **You may accept instructions from either one of us/any of us on behalf of us/all of us in connection with all matters (or related matters) confirmed in the accompanying Client Care letter. ***
- **I/We agree to our details being retained on a computer database in accordance with the GDPR 2018 and DPA 2018 and the firm’s Privacy Policy (published at: www.engeharts.co.uk)**

**only required if there are two or more persons instructing the firm*

Name (printed).....

Name (printed).....

Signed.....

Signed.....

Dated.....

Dated.....