

TERMS OF BUSINESS

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Introduction

Thank you very much for instructing this firm to act for you. The following sets out the basis on which we will carry out legal work on your behalf. It should be read together with any engagement letter which we write to you which may relate to a specific matter or generally to work we do for you. This information sets out the basis of a contract between us. If there is any conflict between these terms and the engagement letter, then the engagement letter will take precedence. We advise that you either save or print a copy of these Terms of Business should you require them for future reference.

Bower Bailey is a trading name of Bower & Bailey LLP, a limited liability partnership registered in England and Wales under Registration Number OC353093. The registered address is Willow House, 2 Heynes Place, Station Lane, Witney, Oxfordshire OX28 4YN. Please note that when we refer to “a partner” or “partners”, this indicates a member of Bower & Bailey LLP and should not be construed as indicating that the members of Bower & Bailey LLP are carrying on business in partnership for the purposes of the Partnership Act 1890.

We are authorised and regulated by the Solicitors Regulation Authority (SRA), number 534676. A full list of the partners is available for inspection at any of our offices (and can be sent to you on request). These terms set out the information that solicitors are required to provide to their clients according to the SRA Code of Conduct for Firms 2019. We also act in accordance with this Code, further information on which is available at <https://www.sra.org.uk/solicitors/standards-regulations/code-conduct-firms/>

Offices and Hours of Business

Our offices are located at the following addresses:

Oxford (Summertown)

Anchor House
269 Banbury Road
Summertown
Oxford, OX2 7JF
Tel: 01865 311133

Banbury

Monument House
31 - 34 South Bar Street
Banbury
Oxfordshire, OX16 9AE
Tel: 01295 265566

Swindon

Cambridge House
4 College Court
Regents Circus
Swindon
Wiltshire, SN1 1PJ
Tel: 01793 610466

Witney (and Administration)

Willow House
2 Heynes Place
Station Lane
Witney
Oxfordshire, OX28 4YN
Tel: 01993 705095

Our normal opening hours are 9am to 5.30pm Monday to Friday.

Our Aim and Your Role

Our aim is to identify and achieve your objectives and give an efficient and effective service. We will achieve the best results for you if you give us as much information as possible at the outset. Please tell us as soon as you can of any changes in your objectives or circumstances, or if you receive new and relevant information.

We will expect you to:

- Provide us with clear, timely and accurate instructions.
- Provide all documentation and documentation required to deal with and/or complete the transaction in a timely manner.
- Safeguard any documents that may be required for your matter, including documents that you may have to disclose to another party.
- Keep us updated with any key information that may be required by us: this includes any changes in your contact details (correspondence and email addresses and/or contact telephone numbers), to include alternative details if you are away (say on holiday) and we cannot contact you urgently with the details we have.
- Comply with any applicable timescales and time limits which we notify to you with reasonable notice.
- In the case of conveyancing transactions:
 - Provide us with any requested payment on account promptly to enable us to put in hand relevant searches.
 - Provide us with cleared funds a working day before completion to avoid any delays in the completion process.

Responsibility

We will tell you at the outset the name of the partner/solicitor/legal executive/conveyancing executive dealing with your matter and the name of any supervising partner. Although the partner/solicitor/legal executive/conveyancing executive will manage all matters and be responsible to you, other lawyers or individuals within our firm may carry out some work, particularly where a matter can be handled more efficiently by another lawyer with specialist expertise. We will normally inform you in advance of the name and status of a lawyer working on your matters.

Our Duty and Service Standards

We have a duty to act on your reasonable instructions, subject to our legal and professional duties. Our relationship is with you, and we owe a duty of care only to you. No other person may rely on our advice or on these terms without our prior written agreement.

We will:

- Update you by telephone or in writing (by letter, fax or email) with progress on your matter regularly and following specific events.
- Communicate with you in plain language.
- Explain to you the legal work required as your matter progresses.
- Update you on the costs of your matter.
- Update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances.
- Keep you informed of likely timescales.
- Continue to review whether there are alternative methods by which your matter can be funded.

We will also:

- Review your matter regularly.
- Advise you of any changes in the law.
- Advise you of any circumstances and risks of which we are aware or consider are reasonably foreseeable that could affect the outcome of your matter.

Complaints

If you are unhappy about the quality of service provided, or a bill you have received, then you should, in the first instance, take the matter up with the lawyer who has been dealing with your matter. Alternatively if you prefer, or if you are still not satisfied, we would invite you to raise it with the Complaints Partner for the office dealing with your matter, or the Practice Manager. Details of each are below:

- Oxford – James Hulme (jhulme@bowerbailey.co.uk)
- Banbury – Phil Cooksey (pcooksey@bowerbailey.co.uk)
- Witney – Stuart Palmer (spalmer@bowerbailey.co.uk)
- Swindon – James Cleveland (jcleland@bowerbailey.co.uk)
- Practice Manager – Trevor HARRY (tharry@bowerbailey.co.uk)

A copy of the firm's Complaints Handling Procedure is available on request.

If your complaint is not resolved satisfactorily, you may refer the matter to the Legal Ombudsman at PO Box 6167, Slough, SL1 0EH, telephone 0300 555 0333 or website www.legalombudsman.org.uk. This service is available to the public, small businesses, charities, clubs, societies, associations and trusts (the Legal Ombudsman will confirm if you need clarification).

The Legal Ombudsman expects complaints to be made to them within six months of receiving our final response to your complaint and no more than one year from the date of the problem or within one year from when you should reasonably have been aware of it.

If your complaint is about a bill you have received, in addition to the right to complain to the Legal Ombudsman, you may also have the right to apply to the court for an assessment of the bill under Part III of the Solicitors Act 1974. However, if you have already applied to the Court for an assessment of your bill the Legal Ombudsman may not deal with your complaint.

Our Liability

Despite our best efforts we may make a mistake, by which we mean any breach of our duties to you. If we do, and are liable to compensate you, you agree that our liability is limited in the following respects:

- It is the firm that is liable, not an individual or member of staff; you agree to make no claim against an individual except for fraud.
- The maximum amount of our liability for any one claim shall be limited to £3,000,000 (three million pounds) unless a different amount is agreed with you in writing. Liability for this purpose means any obligation to make a payment in respect of breach of contract, in tort for negligence or for any other obligation arising from advice given and/or documentation prepared under or in connection with the terms of our retainer. A claim within this limit may include liability for consequential, special, indirect or exemplary damages, costs or losses attributable to lost profits or opportunities to the extent permitted by law.
- This overall limit applies whether the mistake affects just one piece of work we do for you or several, so long as it is the same or a similar mistake.
- For the purpose of the overall limit, more than one mistake on a matter or transaction is considered as one mistake.
- We are not liable to the extent that our mistake results from something you do or fail to do (such as giving us the wrong information or not giving us information at the time we ask for it).
- If others are also responsible for your loss, our liability is limited to our fair share, whether or not you are able to recover the rest from the others.
- If funds are held on your behalf, we may place these on deposit to accrue interest in accordance with our professional rules relating to the holding of client's money. However, in respect of any funds so deposited, we will not be liable to repay money lost through a banking failure.

Nothing in these terms shall exclude or limit our liability for any loss that cannot be excluded or limited by applicable law, including without limitation our liability for death or personal injury caused by our negligence, fraud or reckless disregard for professional obligations and fraudulent misrepresentation.

Unless specifically agreed with you in writing in our client care letter our advice does not include the tax implications (if any) of the work we are undertaking for you.

In addition, unless specifically agreed with you in writing in our client care letter, we will not keep under review, or revisit in the future any advice we give you in relation to any matter on which you instruct us.

In accordance with the disclosure requirements of The Provision of Services Regulations 2009, our professional indemnity insurer is Aviva Insurance Ltd. The address is Aviva Insurance Ltd, Pitheavlis, Perth, PH2 0NH. The territorial coverage of our policy is worldwide.

Financial Services

We are not authorised by the Financial Conduct Authority (FCA). If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised (but not necessarily independent) to provide the necessary advice, in order to achieve the best outcome for you.

However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. Although we are not authorised by the FCA, we are included on the register maintained by the FCA so that we may carry on insurance distribution activity, which is broadly advising on, selling and administration of insurance contracts. This part of our business is regulated by the SRA, and arrangements for complaints or redress if something goes wrong, are subject to the jurisdiction of the Legal Ombudsman. The register can be accessed via the FCA website at www.fca.org.uk/firms/financial-services-register.

The Law Society of England and Wales, is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The SRA is the independent regulatory arm of the Law Society. The Legal Ombudsman is an independent and impartial scheme set up to help resolve legal service disputes. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of those bodies.

The insurance contracts we may arrange on your behalf through appropriate insurers may include:

- residential and commercial property – defective title and other indemnity policies.
- clinical negligence and personal injury – after the event policies.
- probate/estate administrations – missing beneficiary policies.

In advance of arranging any of the above policies we will identify your demands and needs, match them to available insurance contracts and recommend a policy that is appropriate. We will tell you the amount of the insurance premium. We will be acting on your behalf alone and not jointly for you and the insurer. We will not receive any remuneration for arranging an insurance policy and we are not contractually bound to place business with any specific insurer.

Property Transactions – Environmental Risk

If the matter we are dealing with for you involves a property transaction, we ask you to advise us of the level of investigation you require to ascertain whether there are environmental risks associated with the property (such as contamination or flood risk). The person dealing with your matter will be pleased to

advise you further about the issues involved. Unless you advise us of any specific concerns, we will not undertake any enquiries unless our inspection of the title suggests a reason to do so. You should note that standard local authority searches relating to property may not guarantee that the land is not contaminated and that accordingly advice from an environmental consultant may need to be sought.

Communication

We will communicate with you at any address, fax, email or telephone number we have for you, unless you ask us to use a particular address. Please tell us if you would like envelopes to be marked in any way.

We may monitor any communications entering or leaving the firm for quality control or compliance purposes.

Email

Email travels over the public internet and is subject to its shortcomings. Once a message has left our server, we cannot guarantee that it will remain confidential nor when, or whether, the message will arrive. If you do not want us to communicate by email on your matter, whether with you or with others (e.g. other solicitors, other advisors or on your behalf at other addresses), please advise the person dealing with your matter. Our legal notice attached to all emails contains other important restrictions and notices. Unless you let us know otherwise, we shall assume you are content for communications to be made by such means and by mobile telephone if appropriate even though they are not totally secure.

Confidentiality and Privilege

Generally speaking the information and documentation that you provide to us is confidential and subject to legal professional privilege. However, in some circumstances, we are obliged to pass on information which we receive, for example to the authorities (in particular the National Crime Agency) who deal with money laundering and the Proceeds of Crime Act 2002 where we know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

If there is some particular document or some particular piece of information which you require us specifically not to disclose to some third party, then please make that clear when you supply it to us (though please bear in mind our obligations set out above which may override any requirement that you impose).

From time to time, we may be called upon to demonstrate our maintenance of certain professional standards as set out by appropriate authorities or produce information for our insurers. Unless you notify us to the contrary, we will assume that we have your authority to produce your file for those

purposes only, as an exception to our duty of confidentiality (and that we may disclose information to our insurers which may, otherwise, be considered privileged and/or confidential).

In property transactions, if you are obtaining a mortgage from a recognised lending institution such as a bank or building society, it is likely that the firm will also be instructed to act for the lending institution, looking after its interests, which include giving the lending institution any information relating to the matter which comes to our knowledge and which we consider is information of which the lender should be aware. This includes any differences between your mortgage application and information we receive during the transaction and any cash back payments or discount schemes that a seller is giving you. The acceptance of these conditions will constitute your consent to the giving of such information, unless you advise us to the contrary.

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

Anti-Money Laundering – Proof of Identity

The anti-money laundering laws require us to obtain satisfactory evidence of the identity of our clients. This is because solicitors who deal with money and property on behalf of clients can be used by criminals wishing to launder money. We usually obtain this evidence electronically through a firm called Smart Search which operates a system of e-verification. To do this we must provide Smart Search with personal information relating to you (and beneficial owners). Please note Smart Search holds all such information securely and in accordance with the Data Protection Act 2018 which incorporates the principles of EU GDPR (UK GDPR). In addition, it does not undertake a credit search so e-verification will not affect your credit rating. In certain matters we may also ask you to undertake a facial recognition check through Smart Search, but if we do, we will provide you with guidance on what this involves.

Alternatively, and in certain matters, in addition to e-verification and a facial recognition check, we may ask you to give us photographic evidence of your identity (such as a passport or photo card driving licence) and evidence of your address that is less than three months old (such as a utility bill or bank statement) before we can start working for you.

If you are a company, evidence of identity may also be required in relation to the company itself, usually comprising:

- A copy of the certificate of incorporation.
- A list of directors.
- A list of shareholders.
- The registered address.

In addition, we may need to obtain evidence of identity in relation to at least one of the directors of the company, who would normally be the person instructing us, and any individuals who own or control more than 25% of the shares or voting rights.

Where we act for a limited liability company, we do so only on the basis that the director/directors of the company giving us our instructions agree to indemnify us for our charges if the client company does not pay. By giving us instructions, the director confirms his/her agreement to so indemnify us.

If we receive our instructions on behalf of a partnership, government body, society, unincorporated association or trust, we will assume that we are entitled to take instructions from any partner, officer (such as a director or secretary), executive, committee member, trustee (as appropriate), or a person appearing to be a senior employee unless you inform us, in writing, that we may not do so.

We may also need to obtain identity information about anyone else who may be involved in the matter where relevant and verify that information.

Where we hold funds on your behalf or on behalf of a beneficial owner, if required by our bank we may provide it with our client due diligence including evidence of identity.

Source of Funding

In some cases, we will need evidence of your ability to fund the transaction, and again in order to comply with the law on money laundering, the source of that funding.

Equality and Diversity

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. Please contact us if you would like a copy of our Equality and Diversity Policy.

UK GDPR and Data Protection

We are fully committed to client confidentiality and protecting your personal information (your personal data). We may use your personal information for the purpose of client identity verification, the provision of any of our legal services to you, the administration of files and records, legal and regulatory compliance as well as informing you of relevant news and legal developments. The information will be held in hard copy and electronic form.

We have to tell you the legal reasons for using (processing) your personal information. The legal reasons are:

- So we can carry out our contract with you, or take any steps you ask us to before entering into a contract with you.

- So we can comply with any legal or regulatory obligations we may have, e.g. to comply with anti-money laundering requirements.
- Where necessary in the legitimate interests of the firm, unless your interests take priority in the circumstances.

We may have to share (disclose) your personal information to other people or organisations to provide our legal services to you. These may include barristers, expert witnesses and other professional advisers. Any such person or organisation we share information about you with will be under an obligation to keep your information secure and not to use it for any purpose other than that for which it was disclosed.

Where you are acting as an agent or as a trustee, you agree to advise your principal or the beneficiary of the trust that their personal information will be dealt with on these terms. Unless you inform us otherwise, by disclosing any personal information to us about the principal or the beneficiary, we will assume you have obtained consent for the use of such information on these terms.

You have the following legal rights in relation to the personal information we hold about you:

- Right of access – you can ask for a copy of the personal information we hold about you.
- Right of rectification – you can ask us to correct any personal information we hold about you that is inaccurate or incomplete.
- Right to be forgotten – in certain circumstances you can ask for personal information we hold about you to be erased from our records, (unless we have a legal obligation to keep your information).
- Right to restriction of processing – in certain circumstances you can ask us to restrict how we process your information.
- Right of portability – you may have the right to ask us to transfer certain types of personal information we hold about you to another organisation.
- Right to object – you have the right to object to certain types of processing, such as direct marketing, (but we would not do this).

If you would like to exercise any of the above rights please contact our Data Protection Manager in writing or by email stating what data you require. It would be helpful if you would include the words 'Data Protection' or 'Data Subject Right Request' in the heading of your letter/email. Similarly, if you want to make a complaint about how we are processing your personal information please contact our Data Protection Manager, or if you are not satisfied with how we have handled your complaint, you can raise the matter direct with the Information Commissioner's office. The contact details for each are:

Data Protection Manager

Trevor Harray

Information Commissioner's Office

Wycliffe House

Bower Bailey
Willow House
2 Heynes Place
Station Lane
Witney
Oxon
OX28 4YN

Water Lane
Wilmslow
Cheshire
SK9 5AF
Tel: 0303 123 1113
Website: ico.org.uk/concerns/handling

Tel: 01993 705095

Email: dataprotection@bowerbailey.co.uk

Ending Your Instructions to Us

There may be circumstances when you want us to stop acting for you (for example, if you cannot give clear or proper instructions on how you want to proceed, or if you disagree with how we are carrying out your work). In these circumstances, you may end your instructions to us at any time by writing to us. However, we can keep all your papers and documents while you owe us money for our fees and expenses.

We may decide to stop acting for you if we have a good reason (for example, if you do not pay an invoice or any amount we ask for in advance, or if there is a conflict of interest, or if we are unable to obtain clear instructions from you, or if there is a breakdown in confidence between us). If you become subject to a sanction we will have to stop acting for you. If you or we decide that we should stop acting for you, you will pay our charges up until that point. These are calculated on an hourly basis, plus expenses or by proportion of the agreed fee as set out in these Terms of Business. If we are going to stop acting for you, we will give you reasonable notice.

Future Instructions

Unless you and we agree otherwise, these terms will apply to any further instructions you may give us. However, we will charge the hourly rates that apply at that time.

Conditional Fee Agreements

Our fees may be covered by a "Conditional Fee Agreement" (commonly known as a "no win, no fee" agreement). If this applies to you, the person responsible for your work will provide you with the Conditional Fee Agreement and explain the terms to you. If our Terms as set out in in this document are inconsistent with the terms of your Conditional Fee Agreement, the terms of the Conditional Fee Agreement will apply.

Public Funding ("Legal Aid")

We do not undertake work which is funded by the Legal Services Commission (formerly "Legal Aid"), save for brain damaged baby clinical negligence claims. If you believe that you may be eligible for public

funding and you have not already discussed this with us, then you must notify us immediately. Otherwise, we will proceed on the basis that you have chosen not to apply for public funding even if you might be eligible.

Costs and Expenses

Unless we have agreed a specific fee with you for a particular transaction, our charges are primarily based on the time we spend dealing with the matter or transaction, to include the following:

- Meetings with you and perhaps others, including the time it takes to prepare a written record of the meeting.
- Preparing, reading, considering or working on papers.
- Making notes.
- Making and receiving telephone calls.
- Dealing with letters, faxes and emails (in and out).
- Research and preparation.
- Travelling and waiting.

We record time in units of six minutes each. We will normally round up time of less than six minutes to treat it as one unit, including routine letters, emails and faxes (in and out).

In addition to the time spent, we may take into account a number of other factors. These include:

- The complexity of the issues.
- The speed at which action must be taken (if any aspect of your case requires a high degree of urgency, or becomes particularly complicated, a higher hourly rate may be implemented).
- The expertise or specialist knowledge that the matter requires.
- If appropriate, the value of the property or subject matter involved.

You should always consider whether your legal costs and expenses might be covered by a policy of legal expenses insurance cover and if it is, or it might be, then you should let us know immediately. However, even if our costs and expenses are to be paid from another source (e.g. a legal expenses insurer or some other party involved in the matter that we are dealing with for you), as our contract is with you, we reserve the right at our discretion, to require you to pay our costs in accordance with these terms and conditions. You should understand that a legal expenses insurer indemnifies you, not us. It is important that you abide by the terms of any such insurance policy as you may not otherwise be covered by it.

We would be happy to have an initial telephone discussion or short meeting with you. There will be no charge for this if the matter does not proceed. We have special arrangements in place for the first

interview in family law matters when we are happy to provide a first interview up to an hour at a reduced rate.

In cases where we are able to agree a fixed price with you, we will make this clear in our engagement letter to you.

In many cases, we will not be able to agree a fixed price because we do not know precisely what work is going to be involved. We will always try to give you the “best information” about the likely costs at the beginning of the matter and at intervals whilst it proceeds. However, you should be aware that the information that we give you is likely only to be our best guidance and circumstances can change.

Furthermore, any estimate that may be given will be a probable fee based on our experience of the work involved in a typical transaction of the kind that is envisaged. If the work turns out to be more complicated, or takes longer than anticipated, we may need to increase our estimate accordingly.

You may receive periodic requests for general payments on account of costs, or for specific payments in respect of disbursements to be made or in respect of any liability which we have to pay ourselves. Examples of disbursements are court fees, search fees, Land and Probate Registry fees. Examples of liabilities we have to pay ourselves are counsel’s fees (barrister’s fees), expert’s fees and witness expenses.

Making Payments to Us

You can pay money to us in one or more of the following ways:

- Bank telegraphic transfer (BACS or CHAPS).
- Personal cheque.
- Building society cheque.
- Standing order.
- Cash (to a maximum of £1,000). If you try to avoid this policy by depositing cash in excess of the maximum sum, we may charge you for any additional checks we decide are necessary to prove the source of funds.

We can accept payment of costs and expenses by credit or debit card.

Making Payments to You

If we need to make payments to you either during or at the conclusion of your matter we will do so in one of the following ways:

- BACS payment to a UK bank account (limited to a maximum value of £20,000)
- CHAPS payment to a UK bank account
- Personal cheque

We will not make any payment to you in cash or through a third party.

Our costs for each CHAPS payment are £40 plus VAT. Only in exceptional circumstances will we make sterling CHAPS payments to bank accounts outside the UK. If it is likely that you will want us to do this, please let us know as soon as possible as there may be additional steps we need to take to verify the account details for which in turn there may be additional charges.

Bills and Payment Terms

Bills (including interim bills) should be settled within 28 days and interest will be charged on overdue bills at the rate from time to time fixed by the court (currently 8%). In longer running matters, we will send periodic interim bills. We reserve the right to cease acting for you if interim bills have not been paid within 30 days, or, when payments on account of costs and/or disbursements have not been paid when reasonably requested.

None of our rates, estimates or charges includes VAT unless this is specifically made clear. Otherwise, VAT will be charged in addition at the prevailing rate at the time of the provision of our service. Our VAT registration number is 121 4365 09.

If we are holding any money or property on your behalf, then we can deduct money that is due to us, or retain that property, until payment is made.

Our charges and expenses are payable whether or not the matter is successfully concluded or the transaction is completed. If any matter or transaction is not concluded, we are entitled at our discretion to charge for the work done on our normal charging basis. This applies even where a fixed rate has been agreed for the whole matter.

If there is an issue with our bill you are entitled to complain about it and you may also be entitled to object to the bill by making a complaint to the Legal Ombudsman, and/or by applying to the court for an assessment under Part III of the Solicitors Act 1974. However, if all or part of the bill remains outstanding, we may be entitled to charge interest on the balance outstanding.

Client Monies and Exclusion of Liability

All client monies are deposited in client accounts held with banks supervised by the Financial Conduct Authority in accordance with recommended guidance of the Law Society.

In the event that a bank where client monies are being held collapses and client monies are lost as a result, Bower Bailey will not be liable to you for any losses arising out of the collapse of the bank which was holding such client monies. You may however have recourse to the Financial Services

Compensation Scheme (FSCS) for some compensation but there are limits and restrictions on this which are detailed on the FSCS website.

Interest

If we hold money on your behalf we will account to you for interest or a sum in lieu of interest calculated in accordance with the SRA Accounts Rules. However, we will not pay a sum in lieu of interest if the amount calculated is £50 or less. If we agree to hold money on your behalf in a separate designated client deposit account our charges for setting up and operating the account will be £200 plus VAT. Since the introduction of HM Treasury's Personal Savings Allowance from 6th April 2016, interest or sums in lieu of interest is paid without any deduction of tax. It is therefore your responsibility to ensure that HMRC is aware of all such gross payments you receive from us and to pay any tax that falls due. We may apply interest and sums in lieu of interest towards settlement of any unpaid bills delivered to you or on account of costs, (in which case we will provide you with a statement of interest so applied). A copy of our policy on the payment of interest is available on request.

Costs in Contentious Matters Only

Usually at the conclusion of your matter, and if you are successful, you may succeed in obtaining an order that some or all of your costs are paid by another party to the proceedings. The court will "assess" how much that other party has to pay. However, it is rare for this process of "assessment" of costs, as it is known, to result in you recovering the full amount of your costs and disbursements. It may also be the case that the other party may be unable to pay what they have been ordered to pay. If the other party is in receipt of public funding, your costs and disbursements may not be awarded or recovered at all. For this reason, responsibility for the payment of our costs and disbursements remains with you. It will not be possible to postpone payment of our bills in the hope that they will be, or should be, met by someone else.

If the court makes an order for costs in your favour, we usually employ the services of a specialist costs draftsman to prepare the bill of costs which will then be assessed (approved) by the court. You will be responsible for the fees charged by the costs draftsman (unless and until they are paid by your opponent) but those fees will not exceed the charging rate we would levy for the work being done by the lawyer with conduct of your case.

If you are successful and a costs order is made against another party, we may be able to claim interest on those costs, payable from the date of the order. We will retain this interest and offset it against any outstanding bills or payments on account, but will otherwise account to you for it.

You should also bear in mind that you may be ordered to pay the costs of another party, especially if you are unsuccessful. Furthermore, if, following the issue of court proceedings, you decide to discontinue your action, you must be aware that unless your withdrawal is acceptable to the other party

or parties without costs consequences, you may be required to pay all or part of the costs and disbursements of the other party or parties.

You must be aware that the primary liability for costs incurred with us is that of you, even in the case where it is expected that an order for costs will be obtained against another party. Further, the costs of seeking to enforce any such order for costs against another party will have to be met by you. If, following successful litigation, the party charged with paying damages and/or costs fails to either pay in full or in part, then the costs of all necessary enforcement proceedings are a separate issue and are to be funded appropriately. You may not recover all of the ordered damages or costs or the costs of enforcement. Special arrangements will apply if we have agreed a conditional fee or contingency fee agreement.

If you are the claimant, in the course of proceedings, the defendant may make an offer to settle or make a payment into court. If you continue with the proceedings beyond that point in the hope that court will order the defendant to pay more, this may have adverse costs consequences for you if the eventual order is for less or the same amount as the defendant's offer or payment into court.

Copyright

All copyright in all documents we produce is owned by us. You may copy any document we produce for you, but you must not modify, reuse or adapt any documents we produce for you without our written agreement. We reserve all our legal rights to be identified as the creator and copyright owner of any documents we produce. We reserve the right to reuse any documents or any parts of documents that we produce in connection with your matters for other clients or generally in our business; however, we will not disclose any information which is confidential to you.

Contracts (Rights of Third Parties) Act 1999

For the purpose of Section 1(ii) of the Contracts (Rights of Third Parties) Act 1999, it is agreed that no term of our agreement with you shall be enforceable by a third party.

Storage of Papers and Documents

On completing the work, we are entitled to keep all your papers and documents while there is any money owing to us in respect of charges and expenses. We will store our file of papers and electronic records, including proof of identity and evidence of source of funding, if applicable, (except for any of your original papers that you ask to be returned to you) for at least six years from the date on which we conclude your matter, on the understanding that we have the authority to destroy them after this period. In Children Act cases, we will retain the file until the child/children concerned are 21 years old.

We are willing to store your deeds, wills and other documents. We do not charge for this service. However, we reserve the right to charge for:

- Time spent producing stored papers that are requested.

- Reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

Outsourcing of Work

Sometimes we ask other companies or people to do work on our files to ensure this is done promptly. We will always seek a confidentiality agreement with any such outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible. External firms or organisations may conduct audit or quality checks on our practice. These external firms are required to maintain confidentiality in relation to your files.

Changes to Terms

We may vary these terms of business from time to time by giving you reasonable written notice.

Jurisdiction

These terms and our relationship will be governed by the laws of, and subject to, the exclusive jurisdiction of the courts of England and Wales.

Conclusion

Your continuing instructions in our dealings with you will amount to your acceptance of these terms and conditions of business.