

# GEORGE IDE LLP TERMS OF BUSINESS

## *1. George Ide LLP*

George Ide LLP is a Limited Liability Partnership registered in England and Wales with the registration number OC336392. Its registered office is at 52 North Street, Chichester, West Sussex, PO19 1NQ. The VAT number of George Ide LLP is 931224849. George Ide LLP is regulated by the Solicitors Regulation Authority – number 488565.

George Ide is a trading name of George Ide LLP.

All references in these Terms of Business to “we”, “us”, “our”, “George Ide”, “firm” and the like should (unless the context otherwise requires) be read as referring to George Ide LLP and any reference to “Partner” or “Partners” means a Partner or Partners in George Ide LLP. The term “Partner” is used to refer to a member of George Ide LLP or an employee or consultant with equivalent standing or qualification.

## *2. Places and hours of business.*

Our registered office is at 52 North Street, Chichester, West Sussex, PO19 1NQ, telephone number 01243 786668, fax number 01243 831000.

Our Chichester litigation office is at 79 St Pancras, Chichester, West Sussex, PO19 7GE, telephone 01243 786668, fax 01243 831300.

Our Bognor Regis office is at Belmont Lodge, Belmont Street, Bognor Regis, West Sussex, PO21 1LE, telephone 01243 786668, fax 01243 825553.

Our normal hours of business are between 9 am and 5.15 pm on weekdays.

### ***3. Responsibility for matters.***

We aim to offer you a friendly and efficient service. We will exercise reasonable skill, care and diligence in carrying out your instructions.

You agree that you will give us clear and prompt instructions and keep us informed of developments in your matter.

We will advise you at the outset of the name and status of any lawyers involved in your matter.

### ***4. Fees and disbursements.***

Unless we have agreed otherwise in writing (ie on the basis that there is to be a fixed fee, you are covered by some form of public funding, insurance or have entered into a Conditional Fee Agreement), we will charge an hourly rate for each hour engaged on your matter. The hourly charging rate will be set out in the Client Care letter accompanying these Terms of Business. Please note that in contentious matters the Court may increase the amount of charges that we are entitled to by up to 100% should the case be complex or deserve an uplift. We cannot know whether this is going to be the case until the Court decides or it is agreed.

Routine letters and emails that we write, and telephone calls that we make and receive will be charged as units of one tenth of an hour. Routine letters and emails received will be charged as units of one twentieth of an hour. Other letters emails and calls will be charged on a time basis. If your instructions mean that we have to work outside normal office hours, we reserve the right to increase the level of the hourly rate. You will be notified in writing of any increased rate.

Our fees are primarily calculated on the basis of hourly fee rates which vary according to the seniority and experience of those concerned. Our hourly rates would normally be reviewed annually, on 1 April. Details of any revision of our rates while we are acting for you will be supplied to you.

When assessing the level of our fees, regard will be made to all the circumstances, including (in addition to time spent):

The complexity of the matter.

The importance of the work to you.

The skill, responsibility and knowledge involved.

The number and importance of the documents prepared or perused.

The amount or value of any property involved.

Whether any land involved is registered land (where applicable).

The place where and the circumstances in which the business, or any part of it, is transacted.

Such factors will be considered when producing both interim and final bills. However, in some cases, a full assessment may not be possible until the work is completed. In such cases a full assessment will be reflected in our final bill, when we are in a position to make an overall evaluation of the matter.

Our fees are exclusive of VAT which must therefore be added. Our fees are also exclusive of disbursements, which are therefore charged in addition. Disbursements are payments that we make on your behalf to other parties. Disbursements include payments made or incurred by us on your behalf, such as Court fees, Counsel's fees, expert fees and the like: They also include miscellaneous office expenses such as photocopying, fax, telephone, travelling, couriers and out of pocket expenses. Disbursements may be subject to VAT, which will be payable in addition where applicable.

In the event that we have to engage other professionals on your behalf, such as Counsel, Accountants, expert witnesses etc., we will do so as your agent. We cannot be responsible for any act or omission of such professional unless otherwise agreed in writing.

We are required to provide estimates of fees and disbursements at the outset of a matter and we will update them as appropriate. However, it is important to remember that it may not be possible to predict the exact amount of work which will be required, and the stance adopted by opponents, or other parties to a transaction can significantly affect matters. We do not give oral estimates and any estimates given will be in writing and will not be binding.

Property and Conveyancing Services: Unless we agree a fixed fee we will provide you with a written estimate of our charges and the other expenses that are likely to be incurred. This estimate will be based upon our experience of similar matters. If your matter unexpectedly becomes protracted or more complex, or for some unforeseen reason does not proceed as expected, then we reserve the right to advise you that our original estimate must be amended and we will give you a revised estimate. Similarly if it becomes clear that other

expenses will vary from our estimate we will let you know as soon as possible. Prior to the completion of any property transaction we will send you a "Completion Statement". The completion Statement will show either the amount required from you to complete your work, or the amount to be paid to you following completion, as appropriate. If you do not pay us the amount requested to complete in full, then we reserve the right not to complete on your behalf until we are paid. Please note that unless otherwise agreed in writing, we reserve the right to charge for work carried out in connection with transactions that do not proceed to completion. If such costs are charged it will be on a pro-rata basis according to how much work has been carried out up to the point where the transaction was aborted. Such costs are often referred to as "abortive costs".

Probate and Trust Services: In accordance with professional guidelines and in addition to our time charges, we are entitled to levy a value or responsibility charge that is calculated by reference to a percentage of the value of the estate. Where we are appointed as Executors, the percentage is 0.5% of the value of the freehold or leasehold property comprised in the estate and 1.5% of the remainder of the estate. Where we are not appointed Executors, the percentage is 0.5% of the value of the freehold or leasehold property and 1% of the remainder.

Service Standards:

We pride ourselves with offering a quality service to all our clients. We aim to complete any matters in which we are instructed as expeditiously as possible and aim to deal with all correspondence within 14 days. We will aim to deal with

e-mails within a similar timescale. With regards to telephone calls our intention is to respond to all calls within 48 hours. We will endeavour to report to you as and when developments take place and/or at regular intervals. If you require a higher level of service, with more frequent reports/updates or telephone calls, we would endeavour to oblige but would advise that this will inevitably lead to an increase in overall costs, which in litigious matters may not be recoverable.

The client care letter that accompanies these terms of business may well include details of your responsibilities in relation to the particular retainer. For the avoidance of doubt these will include, but are not limited to:

providing us with clear, timely and accurate instructions.

providing us with all documentation required.

to complete the transactions in a timely manner.

Safeguard any documents which are likely to be required during the course of the retainer.

We can confirm our responsibilities will include:

Reviewing your matter regularly.

Advising you of any changes in the law.

Advising you of any circumstances or risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter or transaction.

### ***5. Payments on account.***

We may ask you for payments on account of fees and/or disbursements from time to time, and it is a condition of our acceptance of your instructions that you agree to make such payments. It should be clearly understood that the total of our fees and disbursements in the matter might amount to more than the payments on account requested from you.

In almost all cases, any monies on account will be paid into an interest bearing George Ide LLP client account until used for disbursements or until delivery to you of a bill. If at any time you would like confirmation of the monies remaining on account, please let us know. If you do not pay promptly following any request for money on account, we reserve the right to decline to act further.

Where monies due are paid by way of credit or debit cards there may be deductions made by the card provider. We reserve the right to charge an additional sum which will not exceed the deductions made.

### ***6. Limit on fees and disbursements/billing intervals.***

If you wish to set a limit on fees and disbursements to be incurred or on the length of time which may elapse before we render a bill to you, please let us

know by writing to the supervising Partner for your matter. Details of the supervising partner will have been advised to you separately.

Unless otherwise agreed in writing, we have the right to render interim bills at monthly intervals or other periodic intervals which we regard as appropriate in the circumstances of any particular case. Such bills are final accounts for the period covered by them (unless otherwise stated).

All bills must be paid within one month of receipt. Thereafter we are entitled to charge interest at a rate equivalent to that payable from time to time on judgment debts on any outstanding amount of the bill.

We reserve the right to deduct from any monies held by us on account or otherwise on your behalf sums equal to any unpaid fees and disbursements in the case concerned or any other matters in which we are instructed by you, and to sue for recovery of any unpaid fees and disbursements.

### ***6a. Payments of Interest.***

Any money received on your behalf will be held in our client account. Interest will be calculated and paid to you at the rate set by Nat West Bank PLC. That of course may change. The period for which interest will be paid normally runs from the date (s) when funds are received by us until the date (s)

on the cheque (s) issued to you. The payment of interest is subject to certain minimum amounts and periods of time set out in the Solicitors Accounts Rules 1998.

Objections to our bill

If you are unhappy with our bill you may:

(i) apply to have the bill assessed by the Court (sections 70 71 and 72 of the Solicitors Act 1974) and or

(ii) raise a complaint about the level of fees with our Complaints Partner.

(iii) Complain to the Legal Ombudsman whose contact details can be found at paragraph 24.

For the avoidance of doubt the above applies to both contentious and non-contentious business.

## ***7. Costs and opposing parties.***

In contentious matters you should be aware that:

- a) if you succeed in the litigation you may obtain an order that your opponents pay your costs. We shall do everything possible to maximise the recovery of your fees and disbursements under any such Order. However, you should be aware that any such Order is at the discretion of the Court and, in any event will generally only cover a proportion of the fees and disbursements actually incurred by you. Furthermore there is always the possibility that you may be unable to enforce the Costs Order against your opponents. It is also possible that the costs of pursuing such enforcement may prove to be disproportionate.
- b) You remain responsible for payment of our fees and disbursements and VAT whether or not you have any Costs Orders against your opponents.
- c) If you lose the litigation you are at risk of paying the fees and disbursements (together with VAT where applicable) of your opponents – which may be substantial – in addition to our fees and disbursements and VAT.

If you have legal costs indemnity insurance, or believe that you will be eligible for public funding, or that your opponent is publicly funded, or that your costs may be paid by another person (eg an employer or trade union), please let us know.

## ***8. Public Funding.***

In some circumstances we are able to represent clients funded by the “Community Legal Service” – this is known as Public Funding. In some circumstances (eg Mental Health Review Tribunals), Public Funding is non-means tested and available as of right. With most types of work however, such funding is means tested. There are three levels of Public Funding, Legal Help/Help At Court, Controlled work and Certificated work. If you are eligible for Legal Help/Help At Court we are able to provide a relatively small amount of advice and assistance on how the law applies to particular circumstances, to provide help in preventing, settling or otherwise resolving disputes about legal rights and duties, and to help in enforcing decisions by which such disputes are resolved. The scheme also enables us to provide help in legal proceedings not relating to disputes.

In most cases, if whilst acting for you under the Legal Help/Help At Court Scheme we recover or preserve money for you (either as a result of settling your case or as a result of a Court Order), the Community Legal Service **may** require that some or all of your legal costs be deducted from this. However, how much to be deducted would depend on the amount your opponent pays towards your costs. If we are still acting under the Legal Help And Help At Court Scheme (and we have not therefore obtained a Community Legal Service Funding Certificate), then by definition Court proceedings will not have been issued and it may well prove difficult to persuade your opponent to settle any costs. Such deductions as the Community Legal Service direct us to make are called the "Statutory Charge". In the event that you are granted a Community Legal Service Funding Certificate then the costs incurred under the Legal Help Scheme will be considered together with the costs under your Community Legal Service Funding Certificate and taken into account accordingly. The Community Legal Service does have the power to waive Statutory Charges in certain circumstances.

If you have instructed us to assist you in making an application for funding to the Community Legal Service we will forward your application to the Community Legal Service. The Community Legal Service will take some weeks to process this application but we will contact you as soon as we have a response from them. The fee earner responsible for your matter will have explained to you when completing the funding applications the effect of the Statutory Charge which was briefly referred to above. If we recover or preserve money or property for you either as a result of settling the case or as a result of the Court Order the Community Legal Service may require that some or all of your legal costs be deducted from this. How much is deducted will depend upon the amount that your opponent pays towards your costs. The amount recovered by way of costs from your opponent rarely covers the entire costs from the case and the Community Legal Services is entitled to deduct the difference from your award or settlement. This deduction is called Statutory Charge. If property (eg a house) is preserved then the Community Legal Service may place a Charge on your property and register such a charge in a similar way to a mortgage and on which interest is charged. This will have to be paid before or at the time the property is disposed of. Under certain circumstances the Community Legal Service may consent to the transfer of that Charge to another property.

Public Funding may be subject to the payment of monthly contributions. Failure to pay the contributions may result in the discontinuance/revocation of the certificate. Once you have been granted a Community Legal Service Certificate you have a duty to disclose any change of circumstances including a change of address or means. If there is any increase in your means during the time you are in receipt of Community Legal Service Funding you must advise the Community Legal Service immediately. Changes to your means may affect the amount of any



contribution that you may have paid towards the costs of the case. As soon as there are any changes in your circumstance you should inform the Community Legal Service and us in writing. If represented in Court proceedings which are unsuccessful under a Community Legal Service Funding Certificate the Court may order you to pay what is “reasonable having regard to all the circumstances of the case”, including “the financial resource of all the parties” and “their conduct in connection with the dispute”. The Court, when assessing your financial resources will take into account the resources of your partner (in the same way as details of their means are required when applying for public funding). The Court will not take into account the value of clothes, household furniture or tools/implements of trade. The Court will also not take into account the first £100,000 of your interest (and that of your partner) in your home. This means that it is possible that if you have equity in excess of £100,000 it could be taken into account and a Charging Order obtained to secure eventual payment. The Court cannot currently enforce the sale and payment would only be made as and when the property was sold.

If you are granted Emergency Funding and your Emergency Certificate is revoked – because for example once an assessment has been made it is found that you do not qualify for Community Legal Service Funding or you fail to provide the Community legal Service with the information they requested – you may be required to pay some or all of the costs incurred in preparing your case up to the date your certificate is revoked.

### ***9. Conditional Fee Agreements.***

If we are representing you under a Conditional Fee Agreement then full details of the way in which your matter is to be funded would be set out in the Conditional fee Agreement that you have entered into or will enter into in due course. The Agreement also sets out details of the circumstances when you may become personally responsible for our costs.

### ***10. Legal Costs Insurance.***

Before considering a Conditional Fee Agreement we are obliged to consider whether you have the benefit of a Legal Costs Insurance Policy. If you have the benefit of a Legal Costs Insurance Policy our charges will be calculated as if you were a privately funded client. However, the bill for any costs which we are unable to recover from the other party will be sent to your Legal Costs Insurers and there should be no claim against you personally. This is subject to you acting

at all times within the terms of the Legal Costs Insurance Policy. In the event that you breach the contract with your Legal Costs Insurers it may be that they will refuse to indemnify any costs and at that point you would become personally responsible for our costs.

### ***10a. Legal Care Club.***

The Legal Care Club is a business arrangement between this firm and your insurance broker under which your broker refers personal injury and non-personal injury claims to us. In the case of personal injury claims a referral fee is paid as set out where appropriate in your initial Client Care letter. In non-personal injury claims there is no referral fee paid to your insurance broker.

### ***11. Your rights***

Objections to our bill

If you are unhappy with our bill you may:

(iv) apply to have the bill assessed by the Court (sections 70 71 and 72 of the Solicitors Act 1974) and or

(v) raise a complaint about the level of fees with our Complaints Partner and then, if the matter is not resolved you may be able to complain to the Legal Complaints Service. A copy of our complaints procedure will be provided upon request.

For the avoidance of doubt above applies to both contentious and non-contentious business.

### ***12. Anti-Money Laundering.***

We are required by Anti-Money Laundering Regulations (in respect to regulated services) to verify your identity and we can accept instructions only on the basis that you can properly identify yourself (and any persons whom you represent) to us. If we do not receive sufficient evidence of identity, we will not be able to act. Our preferred method of verifying your identity may include the use of electronic verification services. However, in the event that it is not possible to use

electronic verification we will require you to provide alternative forms of identification.

Under the legislation we may also need to raise enquiries as to the source of client assets and the source of funds to be used with each retainer.

We reserve the right to decline the receipt of monies other than from yourself or a recognised financial institution on your behalf. We also reserve the right to decline cash in excess of £500. If you try to avoid this policy by depositing cash directly to our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of funds. Where we have to pay money to you it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

We are professionally and legally obliged to keep your affairs confidential. However, Solicitors may be required by statute to make disclosure to the Serious Organised Crime Agency where they know or suspect that a transaction may involve money laundering or terrorism 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.

### ***13. Authority to Act.***

Where our instructions are to act on behalf of a Limited Liability Company, or other entity we reserve the right to require a copy of a Resolution of the Board of Directors or management (certified by a Director, Company Secretary or other appropriate person) to the effect that the company or entity has authorised our instructions to take all necessary steps on its behalf, and the names of the people within the company or entity who have authority to give us instructions on its behalf

### ***14. Confidentiality and conflicts.***

The rules of professional conduct under which we practise impose requirements upon us regarding conflict between duties we owe to different clients in relation to the same or related matters, and regarding preservation of our clients' confidences. We shall take reasonable steps to preserve your confidences both during an engagement and after its completion, and it is agreed that we may use internal information barriers for this purpose. It is also agreed that you will not

expect to divulge to you other client's confidential information which we may hold. If, while representing you, we learn that interests are adverse to another George Ide client or potential client we may (in accordance with our professional rules) approach you to seek your agreement to our continuing to act on terms satisfactory to all concerned. In some circumstances however, our professional rules may require that we cease to act.

Our confidentiality obligations are subject to statutory exceptions, such as legislation or money laundering and terrorist financing which has placed solicitors under a legal duty in certain circumstances to disclose information to the Serious and Organised Crime Agency. The duty includes the situation where a solicitor knows or suspects that a client transaction involves money laundering. Under the legislation, we may not be able to inform you that a disclosure has been made or of the reasons for it.

### ***15. Outsourcing.***

Sometimes we may ask other companies or people to undertake work on our files to ensure that matters are progressed expeditiously. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

### ***16 Ceasing to act.***

If you wish to terminate our retainer at any time (either generally or in respect of any particular matter or aspect of a matter), please notify the supervising Partner and, if we so request, confirm the position in writing. No period of notice is necessary. We may keep all your papers and documents whilst there is still money owed to us for fees and expenses. This is called a `lien`.

We reserve the right for good reason and upon reasonable notice to terminate our retainer. This will be confirmed to you in writing if requested. In certain circumstances, we may be required to suspend or terminate the retainer without giving any period of notice or reasons. Moreover, if you do not give us instructions within a reasonable period of our asking for them, do not pay promptly any requests for money on account, or do not pay a bill within the due period, we reserve the right to decline to act further.

If we decide to stop acting for you the basis of these charges will depend upon the nature of these instructions and the reason for termination. Payments due as a result of a terminated Conditional Fee Agreement will be based upon the terms of that Conditional Fee Agreement. Where a fixed fee had previously been agreed payment will be an appropriate proportion of the said fixed fee. Where payment was on an hourly basis plus expenses then such fees will be based on the time recorded/work done in respect of that matter.

In circumstances where you are relying upon a secured loan, we will usually be instructed by your lender to act on their behalf. In most cases, our instructions from the lender require us to pass to your lender information that might effect their intention to lend to you – for example that we are aware that you have another loan. If you tell us that you do not want us to pass on this information, then a conflict of interest may arise and we may have to stop acting for your lender and, also for you. We will stop acting for you only with good reason and on giving reasonable notice.

On termination of our retainer, we will submit a bill to you to cover work done and disbursements incurred in respect of the period up to the date of termination, and necessarily incurred afterwards as part of the orderly termination of our retainer.

For contentious matters, if we are on the record at Court as acting for you in any proceedings, the consent of the Court may be required before we can be removed from the record and, to that extent, your right to terminate our retainer may be restricted.

Unless otherwise terminated, our retainer will end when our work on the matter is completed and our final statement of account is rendered.

### ***17. Files and documents.***

We may have the right to keep your papers, documents or other property which are in our possession until you have paid us all the money that is due to us. This right will continue after the termination of the retainer between us.

We will retain all documents and papers (except any papers and documents to which you are entitled and which you asked to be returned to you), electronically or in storage for a reasonable period. Currently files are stored for the following periods

Conveyancing (acting for Purchaser) = Not to be destroyed unless property is sold or 15 years whichever is shorter

Conveyancing (acting for Vendor on sale of the whole of title) = 12 years

Conveyancing (acting for Vendor who retains part of the title) = Never to be destroyed

Common Law = 7 years

Probate and Administration where whole estate is wound up and distributed = 7 years

Wills and LPA = Never to be destroyed

Matrimonial matters where no continuing obligation exists or from determination of such obligations = 7 years

Company formation or similar matters = 12 years

Other matters (at discretion) = 7 years

Financial Services Act records = 3 years, subject to the provisions of the Financial Services Act 1986

Such files are stored on the understanding that we have your authority to destroy them at any time after this period. If you wish papers and documents to be retained for a longer period, then please contact us to make specific arrangements. Subject to there being no money owing to us for our fees and disbursements, we will return to you on request papers and documents to which you are entitled. Where you request papers and documents (including deeds and or wills etc) to be sent to you or another person, we are entitled to make a reasonable charge for handling costs and delivery.

## ***18. Liability.***

Our liability to you (and where applicable under clause 19, to any third party) including the compulsory minimum level of professional indemnity cover set by our professional rules from time to time, shall not exceed £10,000,000. This limit shall apply to any and all causes of action against us in respect of or arising from or in any way connected with our engagement by you.

We are Insured with A.I.G and BRIT under Policy Number and Insurers reference number 0034680401 who can be contacted through our brokers Towergate Risk Solutions at Funtley Court Funtley Hill Fareham Hants PO16 7UY however we would advise in the event that you wish to make any claim, you should in the first instance make contact with this firm's Complaints Partner.

Where you instruct us on future matters this clause shall also apply to each future matter but with a fresh limit, as above.

Where instructions on any matter are from multiple clients, a single limit will apply to be shared by all such clients.

Your relationship will be solely with George Ide LLP and George Ide LLP will have sole legal liability for any work done for you and for any act or omission in the course of that work. No individual partner, employee, agent or consultant of George Ide, LLP will have any personal legal liability for that work, whether in contract, tort (including negligence) or otherwise. In particular, the fact that an individual Partner, employee, agent or consultant signs in his or her own name, any letter, e-mail or other document in the course of carrying out that work, will not mean that he or she is assuming any personal legal liability separate to that of George Ide, LLP. You agree that (other than in the event of fraud) any claim brought in respect of a matter upon which we are instructed will be made against George Ide, LLP and not against any George Ide persons.

For the purpose of these Terms of Business a "George Ide person" is:

- a) any member, officer, partner, employee, agent or consultant of George Ide LLP; or
- b) any company controlled by George Ide LLP or any officer, employee, agent or consultant of any such company; and
- c) any successor of any of the persons listed in clause 17a and 17b above.

These Terms of Business shall only apply to exclude or limit any liability to the extent permitted by law and (without limitation) nothing in these Terms of Business shall operate to exclude or limit any liability for fraud.

You must be aware that whilst every effort is made to ensure the safety of monies deposited by you, with us we cannot and do not accept liability for losses arising due to the default or insolvency of any bank or building society as defined by section 87 of the Solicitors Act 1974.

You should be aware that client account monies are held in either Nat West Bank PLC (part of the Royal Bank of

Scotland ) or Lloyds TSB Bank.PLC. The Financial Services Compensation Scheme (FSCS) imposes limits from time to time which apply to an individual client and therefore any monies held by you in either of the above Banks would be added to any sums held on deposit by us on your behalf when considering your entitlement to compensation. You should also be aware that some deposit taking institutions have several brands and if in any doubt you should check with you Bank, the FSA or you financial advisor.

### ***19. Contribution claims.***

Where in relation to any loss you have causes of action against us and against any third parties, we shall only be liable to you for our share of the responsibility. Nothing in this clause should increase our liability beyond that set out in clause 18.

### ***20. Responsibility to third parties.***

Save where imposed by law we do not accept any responsibility to any third parties in relation to the matter on which we are instructed by you. To the extent that the law nonetheless imposes on us such responsibility to any third parties, our liability to them shall be limited in accordance with clauses 17 and 18 and a single limit as set out in clause 17 shall be shared between such third parties and you.

### ***21. Data protection.***

Save as set out below we will use all personal information that is supplied to us by you or a third party on your behalf as your data processor for the purpose of providing you with legal services.

We may also use the personal information we collect about you or that you or a third party on your behalf gives to us about your employees as a data controller for the following purposes:

a) to comply with our legal and regulatory requirements;



b) to carry out credit checks or detect, investigate and prevent fraud and to trace debtors;

c) for internal analysis and research; and

We may contact you or your employees by post, phone, e-mail, fax or other permitted means with details of legal products and services which may be of interest to you or them. You and your employees can tell us at any time if you/they would prefer not to receive such direct marketing.

We may disclose your and your employees personal information to: our agents, service providers, and other offices for the purposes set out in clause 20b above and any person for the purposes set out in clause 20a above. Before you or a third party on your behalf give us any personal information about your employees you must inform them that you are giving the personal information to us and that it will be used in the manner and for the purposes described above, and you must contain their form of consent to such use.

We are registered with the Information Commission.

## ***22. Electronic communications.***

During the course of this matter we may wish to communicate electronically with one another. The electronic transmission of information cannot be guaranteed to be secure or error free, as it will be transmitted over a public network and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or be unsafe to use.

We each agree to use reasonable procedures to check for the most reasonably known viruses before sending information electronically, but we each recognise that such procedures cannot be a guarantee that transmissions will be virus free.

We shall each be responsible for protecting our own interests in relation to electronic communications. Save in the case of fraud neither of us (nor any George Ide person) shall be liable to the other on any basis whether in contract, tort (including negligence) or otherwise in respect of any damage or loss arising from or in connection with the electronic communication of information between us.

### ***23. Future instructions.***

Unless we both agree otherwise and subject to our then current hourly rates, these Terms of Business will apply to any future instructions that you are kind enough to give us.

### ***24. Complaints procedure.***

If at any time you have any queries or concerns on any aspect of a matter, then please do not hesitate to contact the Supervising Partner. If this does not resolve the matter to your satisfaction, or you would prefer not to speak to the Supervising Partner, then please feel free to contact our Client Care Partner Mr Ian Oliver on tel.no. 01243 833176 or email [ian.oliver@georgeide.co.uk](mailto:ian.oliver@georgeide.co.uk) or by post at our Bognor Regis office.. We will try to address any problem quickly and operate an internal complaints handling system to help us resolve the matter between ourselves. If for any reason we are unable to resolve matters between us, complaints and redress mechanisms are provided through the Legal Ombudsman. who can be contacted at:

Legal Ombudsman  
PO Box 15870  
Birmingham  
B30 9EB

Tel.no: 0300 555 0333

Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

Web address: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

Please note that ordinarily a complaint must be referred to the Legal Ombudsman within one year of the act/omission complained of, or one year from when you should reasonably have known that there was cause for complaint with out having taken advice from a third party (which ever is the later).

We would also point out that the Legal Ombudsman may not deal with a complaint about a bill if you have applied to the Court for assessment of that bill.

## ***25. Third party rights.***

Except to the extent provided below, a person who is not a party to the agreement between us has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. The exclusion of liability in favour of George Ide persons contained in clauses 17 and 21 of these Terms of Business may be enforced by any George Ide person subject to and in accordance with the terms of the agreement between us, and the Contracts (Rights of Third Parties) Act 1999.

Notwithstanding that any term of the agreement between us may become enforceable by a George Ide person:

a) the parties hereto may waive, grant time under or otherwise deal with any of their respective rights and obligations under the terms of the agreement between us, and

b) any of them, may be varied amended or modified or the agreement may be suspended, cancelled or terminated by agreement by the parties or pursuant to its terms, of the agreement may be rescinded, or

(in each case) without reference to or the consent of any such George Ide person.

## ***26. Equality and diversity.***

George Ide LLP has formal procedures in place to ensure equal opportunities. We view diversity as critical to our business and have created a working environment where people from different backgrounds can thrive. We are committed to treating all prospective and existing employees, Members, Partners, Clients and third parties equally and without regard to gender, marital status, ethnic origin, age, disability, sexual orientation or religious belief. Our equality and diversity policy is available upon request.

## ***27. Rights and remedies.***

The rights and remedies available to us by virtue of these Terms of Business are without prejudice to any other rights and remedies available to us.

Any failure by us to exercise or delay by us in exercising a right or remedy provided by these Terms of Business or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

### ***28. Law and jurisdiction.***

The Contract between us is on the basis of these terms and any other written terms supplied to you with these terms and are subject to English Law and the exclusive jurisdiction of the English Courts.

### ***29. Quality Standards***

This firm is registered under the Lexcel Quality Standard of The Law Society. As a result of this we are or may become subject to periodic checks by outside assessors. This could mean that your file is selected for checking, in which case we would need your consent for inspection to occur. All inspections are, of course, conducted in confidence. If you prefer to withhold consent, work on your file will not be affected in any way. Since very few of our clients do object to this we propose to assume that we do have your consent unless you notify us to the contrary. We will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters which we conduct on your behalf. Please do not hesitate to contact us if we can explain this further to you or if you would like us to mark your file as not to be inspected.

### ***30. Insurance Mediation.***

As an authorised professional firm George Ide LLP is authorised by the Financial Services Authority. However, this work is incidental to the legal work of the firm and is hence not a mainstream regulated activity and will be conducted in accordance with the rules of our professional regulator the Solicitors Regulation Authority. Our authorisation can be confirmed on the Register maintained by the Financial Services Authority. The Register can be accessed via the Financial Services Authority website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

Any complaint that you may have about any service provided by the firm should be directed to the Complaints Partner. In relation to insurance matters you have a right to complain to the Financial Ombudsman Service. In relation to legal

matters you have the right to complain to the Legal Ombudsman, PO Box 15870 Birmingham B30 9EB

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman independently handles complaints in respect of the provision of legal services.

### ***31. Cancellation Rights.***

#### **The Consumer Protection (Distance Selling) Regulations 2000.**

In circumstances where we do not meet you at the beginning of the retainer, you have a right to cancel your instructions to us within 7 days of receiving the client care letter that will have accompanied these Terms of Business. You can cancel your instructions by contacting us by post or by fax to the office from where the client care letter originated. This is referred to as a "cooling-off" period. You should note however, that this "cooling-off" period and the right to cancel does not apply if we have begun to perform services on your behalf, for example, if you have returned to us any documentation indicating that you wish us to proceed, or if you have telephoned or emailed us with queries regarding the matter.

If there are circumstances where you have paid money on account of costs and exercise your right to cancel thereafter, we will refund any fees paid by you in full within, at the very least 30 days.

#### **The Cancellation of Contracts made in a Consumer`s Home or Place of Work etc. Regulations 2008.**

Where we or our agents have met you, other than at our offices, you have a right to cancel with us within 7 working days of receiving our Terms of Business that would have been provided to you at the time of the first meeting. This is referred to as the "cooling-off" period. You should note however, that this "cooling-off" period and the right to cancel does not apply if we have already begun to perform services on your behalf, for example if you have completed and signed a questionnaire or have telephoned or emailed us with queries regarding your matter.

If there are circumstances where you have paid money on account of costs and exercise your right to cancel thereafter, we will refund any fees paid to you in full within, at the very least 30 days.